

# **Exhibit A**

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## **LEASE AGREEMENT**

This Lease Agreement (“Lease”) shall be made effective the \_\_\_\_ day of January, 2022 (the “Effective Date”), by and between CORTA STEVENS POINT, LLC, a Florida limited liability company, whose mailing address is 12632 SW 92nd Ave Miami, FL 33157 (“Landlord”), and Big Lots Stores – PNS, LLC, a California limited liability company, doing business as Big Lots, of the City of Columbus, County of Franklin, and State of Ohio (“Tenant”), whose mailing address is 4900 East Dublin Granville Road, Columbus, OH 43081-7651, Attention: Lease Administration.

### **WITNESSETH:**

#### **1. DEFINITIONS:**

For purposes of this Lease, these terms are defined as follows:

- A. Common Areas: The term "Common Areas" as used herein shall mean the improved portion of the Project not occupied by building area as shown on the site plan, including, but not limited to, the parking areas, driveways, service driveways, service areas, sidewalks, any landscaped areas, Project signs, and parking lot lighting poles and light fixtures of the Project which shall be collectively referred to as Common Areas. Expressly excluded from the definition of Common Areas are the roof and all structural portions of the Project.

Landlord shall maintain the Common Areas and Landlord agrees not to change such Common Areas in a manner which would substantially impair the visibility of or accessibility to the Demised Premises. Tenant shall comply with the reasonable rules and regulations which are prescribed from time to time by Landlord with respect to the Common Areas, provided, such rules and regulations do not adversely affect Tenant's business operation and do not conflict with the terms of this Lease. Neither Tenant, nor any employees or agents of Tenant, shall fence, block, allow property to remain in or upon or otherwise obstruct the Common Areas; provided, however, Tenant shall be permitted to place drop/storage trailer(s) in the receiving area of the Demised Premises so long as said trailer(s) do not materially interfere with the business operations of the other tenants of the Shopping Center and do not violate any local codes/ordinances. Landlord shall not alter the area crosshatched on Exhibit A (“No Build Area”).

- B. Dates: Landlord and Tenant agree, upon the request of either party, to confirm in writing, the dates contained in this Section along with other key dates contained in this Lease following execution of this Lease.
- 1) Landlord shall notify Tenant if and when construction progress and procedures shall permit any part of Tenant's work to be done simultaneously with Landlord's Work, as defined hereinbelow, and upon such notice,

Tenant shall have the right to enter upon the Demised Premises for such purposes. The date of such entry shall be the "Tenant Entrance Date" and shall not be construed as an acceptance of or possession of the Demised Premises by Tenant under the provisions of this Lease or as a waiver of any of the provisions hereof. Tenant, its agents, employees, and contractors will not interfere with or delay the work to be completed by Landlord's Work pursuant to Exhibit C. Tenant hereby agrees to indemnify Landlord against any injury, and loss or damage which may occur to any person as a result of any of the Tenant's work or installations made in the Demised Premises, except for the negligence of Landlord, its employees, agents, or contractors. Prior to any early entry by Tenant, Tenant shall provide Landlord with proof of insurance coverages described in this Lease.

- 2) The "Tenant Possession Date" shall be the later of (i) the date Landlord delivers possession to Tenant with all Landlord Work complete or (ii) the date on which Tenant receives all permits for its construction and signage (the "Permits"). Tenant will submit its plans for the Permits within sixty (60) days of the Effective Date and thereafter, diligently pursue obtaining such Permits. Landlord will cooperate fully with Tenant in obtaining said Permits. Landlord shall use the form shown on Exhibit E, which may be sent via facsimile or electronic mail (e-mail) with confirmed receipt, to notify Tenant when it has completed Landlord's Work in the Demised Premises. Said form shall be executed by Tenant and returned to Landlord if Landlord's Work has been completed. Delivery of the Demised Premises shall not be deemed to have been made unless construction pursuant to Exhibit C is complete, and the Demised Premises complies with all laws, ordinances, regulations and building restrictions ("Landlord's Work"). Any exterior improvements to the Shopping Center, parking lot, landscaping or façade, and/or any impact fees or systems development charges, required by the local authority having jurisdiction as a condition for issuing Tenant's building permits or a certificate of occupancy for the Demised Premises ("Exterior Improvements") shall be the responsibility of Landlord. In the event Tenant's certificate of occupancy is delayed due to Landlord's failure to complete any Exterior Improvements, the Rent Commencement Date shall be delayed one (1) day for each day the certificate of occupancy is delayed. As of the earlier of the Tenant Entrance Date, or the Tenant Possession Date, all provisions of this Lease shall be applicable except as to Tenant's obligations with regard to payments due hereunder which shall take effect as of the Rent Commencement Date.
- 3) The "Rent Commencement Date" shall be the earlier of (i) the date which is one hundred eighty (180) days after the Tenant Possession Date; or (ii) the date on which Tenant opens for business in the Demised Premises.

- 4) The “Term Commencement Date” shall be the earlier of (i) the date Tenant opens for business; or (ii) the Rent Commencement Date.
- 5) Landlord and Tenant agree that Landlord shall make commercially reasonable efforts to complete Landlord’s Work by August 31, 2023 (the “Target Delivery Date”). The period of time between October 1, 2023 and February 1, 2024 will be the “Optional Blackout Period”. In the event Landlord completes Landlord’s Work during the Optional Blackout Period, and Tenant elects to accept possession of the Demised Premises in the Optional Blackout Period, then effective upon the date of such election, no liquidated damages shall be due or incurred by Landlord for periods subsequent to the date Tenant makes such election. In addition, in the event Landlord has not completed Landlord’s Work by December 1, 2023, then Tenant may terminate this Lease by delivery of a termination notice at any time after December 1, 2023, provided Landlord has not tendered delivery of possession of the Demised Premises to Tenant prior to the date Tenant sends the aforesaid termination notice.
- 6) In the event Landlord completes Landlord’s Work and offers possession of the Demised Premises to Tenant during the Optional Blackout Period, and Tenant elects to accept possession in the Optional Blackout Period, unless Tenant opens for business, the Rent Commencement Date will not begin until the later of: (i) the later of one hundred eighty (180) days after delivery of possession of the Demised Premises by Landlord or ninety (90) days after Tenant has received all its construction permits and approvals; or (ii) February 2, 2024. Notwithstanding anything in this Section 1.B.7. to the contrary, the Rent Commencement Date will never be delayed beyond the date when Tenant opens for business within the Demised Premises.
- 7) Landlord and Tenant agree that if Landlord fails to complete Landlord’s Work in the Demised Premises on or before the Target Delivery Date, the damages suffered by Tenant, though great and irreparable, are difficult or impossible to accurately ascertain. Therefore, should Landlord not complete Landlord’s Work in the Demised Premises on or before the Target Delivery Date, then Landlord shall pay liquidated damages in the amount of one hundred thousand (\$100,000.00) dollars. If Landlord shall fail to pay such liquidated damages within ten (10) days after receipt of an invoice therefor, Tenant shall have the right to deduct such amount with interest at the rate of two percent (2%) above the prime rate as established by Chase Bank (or any successor thereto) annually (the “Lease Interest Rate”), from the next installments(s) of Rent due under this Lease. Notwithstanding anything to the contrary contained hereinabove, no liquidated damages will be assessed for late completion of Landlord’s Work until Tenant has received its permits for its construction in the Demised Premises unless Tenant has been delayed in obtaining its permits due to circumstances within Landlord’s control. Furthermore, in the event that Landlord provides

written notice to Tenant not less than ninety (90) days before the Target Delivery Date that Landlord will not be able to complete Landlord's Work on or before the Target Delivery Date, then Landlord shall not be obligated to pay such liquidated damages unless Landlord subsequently fails to complete the Landlord's Work by September 15, 2023.

- 8) Notwithstanding anything to the contrary contained herein, in the event that Dunham's Sports is not open and operating a store in the Shopping Center pursuant to a fully executed lease with Landlord on the Rent Commencement Date, then Tenant shall be permitted to abate Fixed Minimum Rent by fifty percent (50%) until such store has opened and commenced business operations. In the event that Dunham's Sports has not opened a store in the Shopping Center pursuant to a fully executed lease with Landlord within twelve (12) months of the Rent Commencement Date, then Tenant shall have the right to termination this Lease with thirty (30) days written notice until such time that such store as opened and commenced business operations. Notwithstanding the foregoing, if Tenant remains open for business after the twelve (12) month period following the Rent Commencement Date then Tenant shall return to paying full Fixed Minimum Rent.

C. Exhibits: The following Exhibits are attached to and made a part of this Lease by reference hereto:

- 1) Exhibit A - Site Plan
- 2) Exhibit A-1 Tenant's Plans and Specifications
- 3) Exhibit B - Legal Description of Shopping Center
- 4) Exhibit C - Landlord's Work
- 5) Exhibit D - Tenant Building Sign Specifications
- 6) Exhibit D – 1 Tenant Pylon Sign Location
- 7) Exhibit E - Completion of Landlord's Work Letter
- 8) Exhibit F - Exclusive Use Provisions
- 9) Exhibit G - Remeasurement Rider

D. Demised Premises: The "Demised Premises" shall be the storeroom, indicated on Exhibit A, which storeroom shall have a minimum width of 130 feet for the Demised Premises and 40,000 square feet of ground floor area, and shall be measured from the exterior face of any exterior walls and from the centerline of

any demising walls. Within ninety (90) days after the Tenant Possession Date, Tenant shall have the opportunity to measure the dimensions of the Demised Premises for a determination of its exact square footage and provide the Landlord with written notice of its findings. Except as otherwise provided herein, should the findings of such remeasurement show that the square footage of the Demised Premises is less than 39,900 square feet, then the parties shall execute the Remeasurement Rider attached hereto as “Exhibit G” and all aspects of Rent and Additional Rent shall be adjusted accordingly. Notwithstanding the foregoing, Landlord and Tenant acknowledge and agree that in the event that the actual rentable square footage of the Demised Premises is greater than 40,000 square feet, Tenant shall continue to pay all aspects of Fixed Minimum Rent and any Additional Rent based on 40,000 square feet.

Tenant shall not be obligated to accept possession of any space under 36,000 square feet in size, and may terminate this Lease in such an event. Tenant’s Plans and Specifications for the Demised Premises are attached hereto as Exhibit A-1 and deemed approved by the parties hereto.

- E. Shopping Center: Landlord’s “Shopping Center” is described in Exhibit B attached hereto and made a part hereof, which said description encompasses the area highlighted in blue on Exhibit A, the address of which is East Town Center, 5601 U.S. 10, Stevens Point, WI. Landlord represents that the gross leasable area of the Shopping Center as of the date of this Lease is approximately 116,000 square feet. Notwithstanding the foregoing, in no event shall Landlord be permitted to lease, rent, or otherwise receive any compensation whatsoever for any use of any portion of the Shopping Center in excess of 116,000 rentable square feet depicted on Exhibit A without entering into an amendment with Tenant memorializing the same and making equitable changes to Tenant’s pro rata share of Common Area Charges (as hereinafter defined). Notwithstanding the foregoing, Landlord and Tenant acknowledge and agree that in connection with Landlord’s development of the Project, the two outparcels shown on Exhibit A shall be parceled off and shall thereafter no longer be included in the legal description attached as Exhibit B. A revised legal description excluding such parcels shall be formalized in an amendment to this lease prior to the Lease Commencement Date. Notwithstanding the foregoing, irrespective of their inclusion in Exhibit B hereof, the Shopping Center for the purposes of this Lease shall be limited to those areas demarcated on Exhibit A attached hereto.
- F. Project: The “Project” is that area of land and improvements owned by Landlord and outlined in yellow in Exhibit A, inclusive of the Shopping Center.

## 2. DEMISE:

Landlord, in consideration of the Rent to be paid by Tenant and Tenant’s covenants and undertakings hereinafter provided hereby leases to Tenant the Demised Premises together with all rights, privileges, benefits, rights-of-way and easements now or hereafter

appurtenant or belonging thereto during the Term and for the use hereinafter provided. Landlord further grants to Tenant, its employees, agents, customers and invitees, a non-exclusive license to use the Common Areas to be shared with the other tenants and occupants of the Project and their respective employees, agents, customers, and invitees.

**3. TERM:**

- A. Original Term: The original term of this Lease shall be for a period commencing on the Term Commencement Date as defined in Article 1.B(4) above and ending January 31, 2034 (the "Original Term"). Upon the expiration or earlier termination of this Lease, Landlord and Tenant shall be released from all liability, under this Lease, thereafter accruing, except as otherwise provided herein. The "Lease Year" shall be defined as each successive period of twelve (12) consecutive calendar months commencing on the first day of February of each year during the Term hereof. If the Term Commencement Date is other than February 1st of any year, the period between the Term Commencement Date and January 31st of the following year shall be a "Partial Lease Year." If this Lease is terminated on a date other than January 31st of any year, the period between the February 1st immediately preceding the termination date and the actual termination date shall be a "Partial Lease Year". Tenant's obligations to pay Rent and Additional Rent shall commence on the Rent Commencement Date. As used herein, "Term" shall mean the Original Term, any exercised Option Terms (as defined below), and any other extended period.
- B. Options to Extend Term: Landlord hereby grants to Tenant the option to extend the Term of this Lease for three (3), five (5) year option terms, consecutively referred to as "First Option Term", "Second Option Term", and "Third Option Term". The First Option Term shall commence at the end of the Original Term of this Lease, the Second Option Term shall commence at the end of the First Option Term, and the Third Option Term shall commence at the end of the Second Option Term, each upon the same terms and conditions as contained in this Lease except as provided herein. If Tenant is then in possession of the Demised Premises, and not in monetary default under the Lease, Tenant may elect to exercise each option by giving the Landlord written notice at least six(6) full calendar months prior to the expiration of the immediately preceding Original Term or the previous Option Term as applicable.

**4. USE AND OPERATION:**

- A. Permitted Uses: Tenant shall have the right to use and occupy the Demised Premises for the purpose of the retail sale (including financing and/or leasing) of general merchandise, furniture, furniture accessories, furnishings, mattresses, appliances, electronics, toys, seasonal merchandise, plastics, crafts, home goods, party goods, greeting cards, health and beauty products, food (including refrigerated and frozen food, beer and wine), all similar or related merchandise and for any other lawful purpose. Landlord represents and warrants to Tenant, as of the

effective date of this Lease, that no exclusive covenants granted to existing Project tenants, or any covenants or restrictions of record, shall restrict Tenant's use of the Demised Premises. Landlord represents and warrants to Tenant that all exclusive use provisions granted by Landlord, or any predecessor of Landlord, to tenants in the Project, and any covenants or restrictions of record affecting Tenant's use are attached hereto and incorporated herein as Exhibit F. Landlord agrees to indemnify, defend and hold harmless Tenant for any and all costs, demands, claims, causes of action, losses, liabilities, judgments, damages and expenses (including without limitation attorney fees and court costs) associated with a breach of the foregoing representations and warranties.

Except for tenants open and operating for business in the Project as of the date of this Lease, no other general merchandise discount store, liquidator, close-out store, stores selling, leasing or renting furniture or mattresses, discount food stores, craft stores or dollar store operations ("Competing Business") may be permitted in the Project during the Original Term of this Lease or any Option Terms or extensions thereof. In addition to the foregoing, a "Competing Business" shall include, without limitation the following business operations: Dollar General, Dollar General Market, Roses, Encore, Family Dollar, 99 Cent Only (and any store with the word 99 Cent in its name), Deals, Save-A-Lot, Marc's, Fred's, Super 10, Maxway, Mazel, Odd Job, Amazing Savings, Ocean State Job Lot, Grossman's Bargain Outlet, Greenbacks, Kings Discount, Building 19, National Wholesale Liquidators, Dollar Dreams, Bed Bath & Beyond, Dirt Cheap, Bargain Hunt, Rose's, Christmas Tree Shops, Encore and Ollie's Bargain Outlet, Aaron's, Rent A Center, Rent Way, Color Tyme, Show Place, Buddy's. Notwithstanding the foregoing it is explicitly noted that the terms of this paragraph shall not apply to the operation of a business by Sierra Trading Company, Inc., Homegoods, Inc., or Ross Dress for Less, Inc. (or their parent, or subsidiary companies, or affiliates, and any successors or assigns of the foregoing). For the purposes hereof, an "affiliate" is any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with the specified organization. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a business organization, whether through the ownership of voting securities, by contract or otherwise. Further, Five Below shall not be deemed a competing business. In the event a Competing Business, as defined herein, is operated in the Shopping , Center, Tenant shall be entitled to any and all of the following remedies upon written notice: (i) Tenant may terminate the Lease, which termination shall be effective upon the date specified in a written notice to Landlord; (ii) Tenant may pay, in lieu of Fixed Minimum Rent, and other charges payable hereunder including Additional Rent, an amount equal to fifty percent (50%) of the Fixed Minimum Rent then effective under this Lease; or (iii) Tenant may seek injunctive relief to enjoin or restrain such Competing Business from engaging in a competing use at Landlord's sole cost and expense. Failure to exercise (i) above shall not waive Tenant's continuing right to do so as long as said Competing Business is open and operating. All of Tenant's remedies herein are cumulative, and the exercise of one or more rights or remedies

herein shall not preclude or waive the right of the Tenant to exercise any of the other remedies available to it herein. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Tenant shall deem desirable. If Tenant has not terminated the Lease as provided above, at such time that the Competing Business ceases to operate in the Project, all abatements hereunder shall cease and Tenant shall resume paying all monetary charges due hereunder.

Notwithstanding the terms of this paragraph, Tenant shall have no remedy for a violation hereof if another tenant or occupant of the Project violates a provision of its lease or license agreement regarding the use of its premises, which said lease or license agreement prohibits the uses set forth in this paragraph; provided Landlord, within thirty (30) days after receipt of written notice from Tenant advising Landlord of such violation, uses good faith efforts to enforce its rights under such lease or license agreement in order to cause such violation to cease; provided, further, if said violation does not cease within 365 days after its occurrence Tenant shall have the right to terminate the Lease at any time thereafter while such violation continues.

Tenant agrees when possible, to operate and open the Demised Premises for business at least between the hours of 10:00 A.M. and 6:00 P.M., Monday through Saturday, and between the hours of 11:00 A.M. and 6:00 P.M. on Sunday, of each week, except for state and federally recognized holidays or religious holidays and except for days on which the conducting of business shall be prohibited by governmental authority, during the Term of this Lease.

It is expressly understood that, notwithstanding anything to the contrary contained herein, Tenant may close the Demised Premises in Tenant's reasonable discretion; provided, however, that any such closing shall not relieve Tenant from any of its obligations hereunder. In the event that Tenant closes the Demised Premises under this Section and fails to reopen the Demised Premises within ninety (90) days thereafter, Landlord may terminate this Lease upon thirty (30) days' notice to Tenant, if Tenant (or a permitted assignee or subtenant of Tenant) has not reopened for business as of the date of the notice, in which event Tenant shall be released from all further liability hereunder.

Tenant agrees to keep the Demised Premises in a clean, neat, healthful, aesthetically pleasing, well-maintained and orderly condition and to keep the Demised Premises free of debris, trash, garbage, refuse (except that reasonable amounts may be kept temporarily in closed containers in places directed by Landlord), vermin, insects or pests by virtue of having regular pest extermination, loud or constant noises, and excessive vibrations. Tenant further agrees not to burn trash or garbage in the Shopping Center; commit waste in the Demised Premises or Shopping Center; cause or permit pipes, lines, conduits, fixtures or appliances in the Demised Premises to be ruined or damaged by freezing, excessive heat or lack of care, maintenance or repair. Tenant shall contract, and pay directly, for its own trash



receptacle and trash removal. Tenant shall lock the doors of the Demised Premises whenever Tenant is not open for business, however, Tenant shall not be responsible for providing or maintaining security in the Common Areas of the Shopping Center.

Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right to (i) store shopping carts and baskets in the Common Areas immediately adjacent to the Demised Premises; and (ii) use the Common Areas, immediately adjacent to the Demised Premises for the sale and display of merchandise for which such area shall be limited only to the area designated in Site Plan Exhibit A which shall be deemed to include four (4) parking spaces and the sidewalks adjacent to the Demised Premises.

- B. Prohibited Uses: Landlord shall not lease any space, or permit any use in the Project, and Tenant shall not use the Demised Premises: (i) to conduct or advertise any auction, bankruptcy, fire, distress, liquidation, sheriff's or receiver's sale on or from the Demised Premises; (ii) to operate a so-called "Army and Navy" surplus store, as that term is generally used at this time and from time to time hereafter, a store selling used apparel or a "flea market" type of operation; (iii) for an auditorium, activity facility, meeting hall, church or other place of worship; (iv) for any self-storage facilities; (v) for any medical or health-oriented facilities or offices, including but not limited to plasma centers; (vi) for any industrial type use (e.g., manufacturing, warehousing, processing, assembly, plating); (vii) to conduct any activity which may make void or voidable or increase the premium on any insurance coverage on the Project or parts thereof; (viii) for any automotive, tire, gasoline, or oil service centers; (ix) for any governmental use or office or any social service functions or facilities; (x) for the operation of a massage parlor or bath house, adult book or adult video store, or for the sale, rental or exhibition of pornographic material and/or display in storefront windows or in areas within the Demised Premises which are visible from outside of the Demised Premises, any sign, product or advertising material which is or is for pornographic or "adult" material; (xi) in a manner which is a public or private nuisance including any which creates undue noise, sound, vibration, litter or odor; (xii) for a night club or discotheque, tavern, bar, cocktail lounge or similar establishment, or any establishment which features any form of "adult entertainment" or any form of regularly scheduled live entertainment, or any establishment which permits the sale of alcoholic beverages (excluding any incidental beer or wine sales by Tenant and a full-service restaurant; provided, however, that any restaurant must be located at least 150 linear feet away from the Demised Premises); (xiii) for a roller or skating rink, skateboard or other rink or area, billiard parlor, amusement center, arcade, including use of any video or mechanical game machines, bowling alley, health spa, health club, exercise club, gymnasium or other similar operations; (xiv) for lodging, including a hotel, motor inn, apartments or condominiums; (xv) for vehicle, including automobile, truck, trailer, R.V. or boat dealer (or other similar enterprise), sales, leasing, display or repair (other than for office functions relating to such operations); (xvi) for a funeral parlor or mortuary; (xvii) for a mobile home or trailer court; (xviii) for any dumping, disposing, recycling, incineration or

reduction on a large-scale commercial basis of refuse and recyclables (exclusive of collection in appropriately screened areas of refuse and recyclables resulting from normal day to day operations in the locations designated by Landlord from time to time); (xix) for any commercial laundry or dry cleaning plant or coin operated laundromat; (xx) for any day care center or school (other than in conjunction with a retail or, in the case of day care, office operation); (xxi) for any veterinary hospital, animal boarding, training or raising facilities or pet shop; (xxii) for any separately demised newsstand; (xxiii) for an off-track betting business, bingo, lottery or similar "games of chance" sales (excluding incidental sales of lottery tickets) or facility; (xxiv) for the placement of any aerial or antenna on the roof or exterior walls of the Demised Premises, other than an aerial, satellite dish or antenna for Tenant's own use (which Tenant may install on the Demised Premises); (xxv) for the display of billboards or large advertisements whether free-standing, painted upon or affixed to the exterior of any structure; (xxvi) for any astrology, palm reading, tarot card or other like service or facility; (xxvii) for the use of a "call center" or (xxviii) for the use as a "head shop" selling drug paraphernalia. All of the foregoing uses are sometimes collectively referred to herein as the "**Prohibited Uses**".

5. **RENT AND CONSTRUCTION ALLOWANCE:**

- A. From the Rent Commencement Date during the Term hereof, Tenant does hereby covenant and agree to pay to the Landlord in lawful money of the United States at the address of Landlord first listed above, or at such other place as Landlord may from time to time direct in writing, Fixed Minimum Rent (sometimes referred to as "Rent") along with all other charges due from Tenant to Landlord under this Lease ("Additional Rent"). Tenant will not make any payment to Landlord until Landlord provides Tenant with a duly executed federal Form W-9. Landlord will indemnify Tenant as a result of its failure to timely execute any withholding exemption requirements (e.g. Tenant is assessed unwithheld Tax (see below) related to its payments to Landlord). The Rent and Additional Rent for any partial month shall be pro rated based on the actual number of days in such month.
- B. **Fixed Minimum Rent:** From the Rent Commencement Date including any Partial Lease Year through January 31, 2029, the sum of \$240,000.00 per annum which shall be paid in equal monthly installments in advance on the first day of each and every month, in the amount of \$20,000.00. From February 1, 2029 through January 31, 2034, the sum of \$260,000.00 which shall be paid in equal monthly installments in advance on the first day of each and every month in the amount of \$21,666.67.

All the terms and conditions of this Lease shall apply during the Option Terms except that (1) each option to extend the Term shall terminate when exercised; and (2) the Fixed Minimum Rent applicable for the First Option Term shall be the sum of \$270,000.00 per Lease Year which shall be paid in equal monthly installments in advance on the first day of each and every month in the amount of \$22,500.00. The Fixed Minimum Rent applicable for the Second Option Term shall be the sum

of \$280,000.00 per Lease Year which shall be paid in equal monthly installments in advance on the first day of each and every month in the amount of \$23,333.33. The Fixed Minimum Rent applicable for the Third Option Term shall be the sum of \$290,000.00 per Lease Year which shall be paid in equal monthly installments in advance on the first day of each and every month in the amount of \$24,166.67.

- C. Utilities Charges: Landlord shall provide Tenant with access to all utilities necessary to conduct business in the Demised Premises. Landlord shall provide separate utility meters from local distribution companies, which shall accurately reflect Tenant's usage. Tenant shall be solely responsible for and shall promptly pay for all public utility and private services rendered or furnished directly to the Demised Premises during the Term hereof including water, sewer, gas, electricity, telephone, and trash, based on the use of such utilities. Tenant shall at all times have the right, in its sole discretion, to select the particular utility providers for the Demised Premises so long as said utility is available to the Demised Premises.

If Landlord is providing water and/or sewer under a master meter account in Landlord's name, Landlord shall provide and maintain separate utility submeters for any such water/sewer, which submeters shall accurately reflect Tenant's usage. All such submeters shall be a type that is utility billing grade, with ANSI standard, and the water submeter type shall comply with ANSI/AWWA Standard C700, latest revision. Each submeter shall be tested on a minimum five (5) year frequency, unless otherwise requested by Tenant. If no problems are found during requested test, Tenant shall reimburse Landlord for the reasonable expense. Such submeter shall have sealed register and a minimum of available characters to match up with respective tenants' use. The schedule for reading the submeter shall reflect that of the master meter account from the public utility, and billing shall include a copy of the master meter invoice. In the event Tenant permits Landlord to supply any utility to Tenant, the rate charged for such service shall not exceed the lesser of (i) the bulk rate paid by Landlord, (ii) the applicable rate (consumer or bulk) which Tenant otherwise would pay as a direct customer of the public, municipal or other utility company providing such service. In the event any utility service to the Demised Premises provided by Landlord shall be interrupted for a period of more than twenty-four (24) consecutive hours as a result of the acts or negligence of Landlord, its agents, contractors or employees, or as a result of Landlord's failure or refusal to make repairs, Rent and Additional Rent shall abate upon the expiration of such twenty-four (24) hour period until such services are fully restored. Notwithstanding the foregoing, Tenant shall have the right, at any time and from time to time, to install and operate devices for check metering (monitoring) for utility supply and use. Installation shall be the cost and responsibility of the Tenant. The monitoring equipment can be installed at any time during the lease Term. Tenant reserves the right to leave monitoring equipment in place indefinitely. Landlord agrees to recalculate utilities and services based on findings by Tenant's monitoring data. Landlord shall provide Tenant written notice of such adjustment. In no event shall Tenant be charged an amount greater than the rate that would be

charged by the utility company, if service were furnished directly to the Demised Premises.

D. Intentionally Deleted.

E. Common Area Charges and Cap: Throughout the Term of this Lease, Landlord shall be responsible for the following with respect to the Common Areas:

- (i) operating, maintaining, refurbishing, repairing, replacing, improving and lighting the Common Areas and all other non-leasable areas and facilities located in the Common Areas of the Shopping Center which are available for use in common by occupants of the Shopping Center and/or their customers and invitees, including keeping the parking lot lights on during periods of darkness during normal Shopping Center hours and also, for the period commencing November 20<sup>th</sup> through December 31<sup>st</sup> each year, until midnight.
- (ii) operating, maintaining, refurbishing, repairing, replacing, improving and lighting the service areas, garbage and refuse disposal facilities (but specifically excluding any garbage and refuses disposal facilities for tenant spaces), Shopping Center maintenance and storage room, loading area and all other areas and facilities located in the Shopping Center which are used in the maintenance and operation of the Shopping Center;
- (iii) operating, maintaining, refurbishing, repairing, replacing, improving and lighting appropriate parking area entrances, exit and directional markers, Shopping Center signs, and other traffic control signs as are reasonably required to effect the site plan;
- (iv) providing security, lighting and policing if necessary, and on-site and off-site traffic control;
- (v) maintaining all paved surfaces in a level and smooth condition, free of potholes, with the type of material as originally used or a substitute equal in quality; restriping and repainting as required to keep same clearly visible and appropriately marked; and
- (vi) cleaning, sweeping, and snow and ice removal as needed. Landlord agrees to deposit snow accumulation in an area that will not interfere with Tenant's store entrance and designated parking areas.

Landlord's costs shall be the expenses incurred by Landlord in performing the above enumerated items as well as those costs incurred refurbishing, repairing, maintaining, replacing, and improving (but less the amount of any insurance proceeds, or condemnation awards), lighting, line painting, landscaping, providing security, and total compensation and benefits (including premiums for workers' compensation and other insurance) paid to or on behalf of on site employees, to the

extent such employees perform work in the maintenance of the Common Areas, all charges for water, sewer and other utilities used or consumed in the Common Areas, licenses and permit fees, and parking area levies; but only to the extent such costs are derived from the Shopping Center ("Common Area Charges"). Under no circumstances shall the foregoing Common Area expenses that are associated with the Project, but not the Shopping Center, be included in the Common Area Charges. Notwithstanding anything to the contrary herein, excluded from such Common Area Charges shall be all capital expenditures (as defined by generally accepted accounting principles consistently applied), any depreciation of the Shopping Center, insurance deductibles, uninsured retentions, reserves, any administrative, management or related fees. Notwithstanding the foregoing, Landlord and Tenant acknowledge and agree that subject to the CAM Cap (defined below) Landlord shall be permitted to include a management fee equal to three percent (3%) of tenant lease revenues.

Subject to the CAM Cap (defined below), after the Rent Commencement Date, Tenant agrees to pay to Landlord a pro rata share of such Common Area Charges. Tenant's pro rata share of such Common Area Charges shall be the product obtained by multiplying said Common Area Charges by a fraction, the numerator of which is the leasable ground floor area of the Demised Premises and the denominator of which is the gross leasable area of the Shopping Center. In calculating Tenant's pro rata share, the area leased to any Shopping Center tenant which is solely responsible for performance of all items included as part of Common Area Charges shall be deducted from the gross leasable area of the Shopping Center. In no event shall there be any duplication of expenses. The initial gross leasable area of the Shopping Center is 116,000 square feet resulting in a 34.48% pro rata share.

On the first day of each calendar month during that portion of the Term hereof falling within the first Lease Year, or Partial Lease Year as the case may be, Tenant shall pay to Landlord, in advance, as an estimated payment on account of Tenant's pro rata share of such Common Area Charges an amount equal to its estimated monthly pro rata share of Common Area Charges as reasonably determined by Landlord based on the Common Area Charges in the Shopping Center during the prior year.

After the first Lease Year, or Partial Lease Year as the case may be, Tenant shall continue to pay an estimated amount of Tenant's pro rata share of such Common Area Charges on the first day of each month in advance without demand and without any setoff or deduction (except as set forth herein). Such Common Area Charges may be adjusted and revised after the end of each Lease Year or Partial Lease Year as the case may be, during the Term hereof on the basis of the actual Common Area Charges for the immediately preceding Lease Year. Upon Landlord's furnishing to Tenant a statement setting forth such revised Common Area Charges, Tenant shall pay to Landlord such revised estimated share in equal monthly installments, each such installment to be a sum equal to one-twelfth (1/12th) of such revised estimated Common Area Charges in advance on the first

day of each calendar month thereafter until the next succeeding revision in such estimate.

Within ninety (90) days following each Lease Year or Partial Lease Year, as the case may be, Landlord shall furnish to Tenant a written statement in reasonable detail showing the total Common Area Charges for such Lease Year or Partial Lease Year, the amount of Tenant's pro rata share thereof, and payments made by Tenant with respect thereto. Upon request by Tenant, Landlord shall furnish copies of actual paid invoices and other documentation as Tenant may reasonably request for such Common Area Charges as stated herein. In the event Landlord fails to provide such a reconciliation statement within six (6) months following the end of a Lease Year, or Partial Lease Year, as the case may be, upon written notice to Landlord, Tenant may reduce its payments of estimated Common Area Charges by fifty percent (50%), commencing with the seventh (7<sup>th</sup>) month and continuing until such time as Landlord provides the reconciliation statement ("Reduced CAM"). At such time as Tenant has been paying Reduced CAM for a period of twelve (12) months, if Landlord has not yet provided the reconciliation statement, Tenant may further reduce its monthly payments of estimated Common Area Charges to zero until Landlord provides to Tenant the required reconciliation statement.

If Tenant's pro rata share of such Common Area Charges exceeds Tenant's payment with respect to any Lease Year, or Partial Lease Year, as the case may be, Tenant shall pay to Landlord the deficiency within thirty (30) days after the date of the furnishing of the statement from Landlord; if Tenant's payments exceed Tenant's share of the Common Area Charges, and Tenant is not in default hereunder beyond any applicable notice and cure periods or otherwise indebted to Landlord, Landlord shall credit such excess against the next Rent payments due; provided, if such overpayment is for the last Lease Year, Landlord shall refund to Tenant the amount of such overpayment after Tenant has fully performed all of its obligations under this Lease, and has vacated the Demised Premises in accordance with the provisions of this Lease. In the event Tenant is indebted to Landlord for any reason whatsoever, Landlord may deduct such amount owed from such overpayment.

Notwithstanding anything to the contrary contained herein, in the event that the annual snowfall exceeds 55" in any given Lease Year, Tenant shall pay its pro rata share of the costs of snow removal above 55" outside of the CAM Cap.

Common Area Charges Cap: Notwithstanding anything to the contrary contained herein, Tenant's pro rata share of Common Area Charges shall be capped at seventy cents (**\$0.70**) per square foot of the Demised Premises for the first Lease Year during the Original Term, as well as the initial Partial Lease Year, if any. After the first Lease Year, Tenant's pro rata share of Common Area Charges shall not increase by more than three percent (3%) on a non-cumulative basis (collectively, the Common Area Charges Cap described herein shall be known as the "CAM Cap").

- F. Real Estate Taxes: Landlord shall timely pay all real property taxes which may be levied or assessed by any lawful authority against the land and improvements in the Shopping Center or against Landlord in respect of the land and improvements in the Shopping Center (hereinafter referred to as "Real Estate Taxes"). Excluded from such Real Estate Taxes for Tenant shall be the amount of any special assessments, impositions, penalties or interest, or any Real Estate Taxes for property located outside of the Shopping Center. Tenant shall pay to Landlord its pro rata share of Real Estate Taxes paid by Landlord for the Shopping Center. Tenant's pro rata share of such Real Estate Taxes shall be the product obtained by multiplying said Real Estate Taxes by a fraction, the numerator of which shall be the leasable ground floor area of the Demised Premises and the denominator of which shall be the gross leasable area of all buildings in the Shopping Center. In calculating Tenant's pro rata share, the area (the actual square footage of such space) leased to any Shopping Center tenant which is solely responsible for payment of Real Estate Taxes shall be deducted from the gross leasable area of the Shopping Center, and the taxes allocated to said tenant shall be deducted from the total Real Estate Taxes for the Shopping Center. If the Rent Commencement Date or the expiration date of this Lease shall fall on a date other than the beginning (or ending, as the case may be) of a tax year, a proper apportionment of said Real Estate Taxes for the year shall be made.

Tenant shall pay to Landlord Tenant's pro rata share of Real Estate Taxes within thirty (30) days after Tenant's receipt of an invoice therefor specifically showing the amount of Real Estate Taxes levied or assessed against the Shopping Center and Tenant's pro rata share thereof along with a copy of the Real Estate Tax bill issued by the taxing authority. Notwithstanding the foregoing, in no event shall Tenant be obligated to reimburse Landlord for any Real Estate Taxes in excess of \$0.66 per rentable square foot of the Demised Premises for the first Lease Year including any Partial Lease Year. Landlord shall provide Tenant with copies of actual bills for Real Estate Taxes, work papers evidencing allocation of Real Estate Taxes to the Demised Premises and to all Shopping Center parcel(s) and other documentation as Tenant may reasonably request, promptly upon receipt of tax bills from taxing authorities. Tenant shall not be required to make more than two (2) such payments in any Lease Year or Partial Lease Year. Landlord represents that the Real Estate Taxes for the 2021 tax year were approximately \$0.57 per square foot per annum.

Interest and/or penalties for late payment shall not be included in determining Real Estate Taxes. Further, if a discount of said Real Estate Tax bills is available by prompt payment, Tenant's pro rata share of Real Estate Taxes shall be based upon the discounted amount, regardless of whether in fact such prompt payment is made. Tenant's pro rata share shall be reduced to the extent of abatements, refunds or rebates granted to Landlord.

Landlord shall notify Tenant of increase in the value of the land and/or improvements comprising the Shopping Center which will result in an increase in

the amount of Real Estate Taxes payable by Tenant hereunder. Notice of such increase shall be provided by Landlord at least sixty (60) days prior to the date on which an appeal regarding such increase must be filed with the applicable taxing authority.

If Tenant deems any Real Estate Taxes payable by Tenant hereunder, or any part thereof, to be illegal or excessive, Tenant may contest the same by proper proceedings commenced at its own expense and in good faith. Landlord agrees to render to Tenant all assistance reasonably possible in connection therewith, including property card requests, and the joining in, and signing of, any protest or pleading which Tenant may deem it advisable to file. If such proceedings are resolved against Tenant, Tenant shall pay its pro rata share of all Real Estate Taxes, and all penalties and interest thereon, found to be due and owing. Tenant shall indemnify Landlord against any loss or damage by reason of such contest, including all costs and expenses thereof during the pendency of any such proceeding, and shall fully protect and preserve the title and rights to Landlord, as well as Tenant's leasehold estate in and to the Demised Premises.

In determining the amount, if any, payable by Tenant in accordance with this Section, the amount of Real Estate Taxes assessed against any buildings, additions to buildings or improvements constructed after the assessment day for Real Estate Taxes for the year of Term commencement which are not in replacement of buildings damaged or destroyed by fire or other casualty shall be deducted from the Real Estate Taxes for the Shopping Center, and the gross leasable area of any such new buildings, additions or improvements shall be deducted from the gross leasable area of the Shopping Center prior to computation of Tenant's pro rata share of any increase hereunder. Landlord shall use its best efforts to cause any such new construction to be separately assessed.

Landlord shall promptly notify Tenant, in writing, of any sale, conveyance, change in ownership or other transfer of real property, buildings or other improvements in the Shopping Center. Notwithstanding anything to the contrary contained herein, Tenant shall not be obligated to contribute toward an increase in Real Estate Taxes resulting from the sale, conveyance, change in ownership or other transfer of real property, buildings or other improvements or a reassessment resulting therefrom. This provision shall include, and Tenant shall not be obligated to contribute toward any increase in Real Estate Taxes resulting from a transaction which, in accordance with the applicable authority having jurisdiction, constitutes a sale, conveyance, change in ownership or other transfer. Notwithstanding the foregoing one sale, conveyance, change in ownership or other transfer may occur once every five years not subject to the above restrictive provisions.

Tenant shall pay directly to the applicable taxing authority all taxes assessed against Tenant for its trade fixtures, equipment, machinery, appliances, and other personal property, and any other license fees, occupational taxes and other governmental



charges imposed upon Tenant in connection with this Lease or Tenant's use or occupancy of the Demised Premises or operation of its business.

G. Taxes:

1. "Excluded Tax(es)" means any Tax other than a Transaction Tax.
2. "Tax(es)" means any income, net income, alternative or add-on minimum tax, business and occupation ("B&O") (e.g., Washington B&O), business privilege, gross income, adjusted gross income, gross receipts, commercial activity (e.g., Ohio Commercial Activity Tax or "Ohio CAT"), sales, use, consumer, transfer, documentary, registration, ad valorem, value added, franchise (including, but not limited to, the Texas franchise tax on taxable margin), privilege, profits, license, permits, withholding, payroll, employment, or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest or any penalty, addition to tax or additional amount imposed by any governmental authority responsible for the imposition of any such tax.
3. "Transaction Tax(es)" means Taxes similar in characteristics and nature to sales and use Taxes and (a) directly imposed with respect to a retail sale or rent transaction; (b) levied upon the purchaser/Tenant; (c) can be legally collected from the purchaser/Tenant; and (d) must be remitted to the applicable jurisdiction when collected from the purchaser/Tenant.
4. The rent payments do not include any amount for Transaction Taxes. Tenant will pay, reimburse or indemnify (as the facts and circumstances dictate) Landlord for any applicable Transaction Taxes with respect to the rents, unless the particular rent is nontaxable. For purposes of clarity, currently, only rents for locations in Florida and certain locations in Arizona are subject to Transaction Taxes.
5. Each party shall remain responsible for its Excluded Taxes resulting from the transactions covered by this Agreement. For purposes of clarity but without limiting the foregoing, Landlord acknowledges that it may have gross receipts, license and/or income Tax obligations where the rent receipt may be assigned under applicable Tax law. Any Taxes or license fees imposed on Landlord's rents or gross receipts, including without limitation the Washington B&O tax, the West Virginia B&O tax, Ohio CAT, the Nevada Commerce tax, the Delaware Gross Receipts tax, the Kentucky Limited Liability Entity Tax, the San Francisco gross receipts tax and Tennessee state or municipal Business Tax and similar type Taxes are not and, will not be construed as, Transaction Taxes and are Excluded Taxes and also will not be an itemized charge on any invoice. Landlord and Tenant will, and will cause their respective affiliates and subcontractors, to reasonably cooperate in good faith on all Tax matters.

H. Declarations: Landlord and Tenant acknowledge that Project is subject to certain covenants, conditions and restrictions of record, including but not limited to the Declaration of Restrictions dated November 4, 1991 recorded in Portage County

OR 449032 Volume 561 Page 1169 as well as Declaration of Easements and Restrictions dated December 15, 1982 recorded in Portage County OR 463954 Volume 589 Page 0928 (collectively, the "Declaration"). To the extent that the Declaration allocates any expenses or charges in connection with the Project (as defined in this Lease) or the Project (as defined in the Declaration) differently than in the Lease, or to the extent the aforesaid Charges are calculated or defined differently than as in this Lease, the Lease shall control as between Landlord and Tenant. In no event shall Tenant be obligated to pay more for Charges than as agreed to under this Lease, or to pay for any other expense or item which Tenant has not agreed to pay for pursuant to the terms of this Lease. Landlord agrees that any payments required be made under the Declaration, or Charges in excess of what Tenant as agreed to pay under the Lease, are to be made by Landlord without reimbursement from Tenant. Landlord agrees to indemnify, defend and hold harmless Tenant from any and all demands, claims, causes of action, losses, liabilities, judgments, damages and expenses (including without limitation attorney fees and court costs) arising out of any violation by Tenant of the Declaration to the extent it conflicts with the Lease as stated above. Landlord further agrees that it will, at all times and upon request of Tenant, use commercially reasonable efforts to enforce the maintenance obligations and casualty obligations of other owners under the Declaration, and Landlord agrees not to consent to any uses prohibited by the Declaration or this Lease in the Project.

**6. INITIAL BUILDOUT AND OTHER ALTERATIONS:**

If Landlord fails to complete Landlord's Work at the Demised Premises by February 1, 2023, then at Tenant's discretion, (i) Tenant may refuse to accept possession of the Demised Premises, or (ii) Tenant shall be permitted to enter the Demised Premises and complete Landlord's Work. In the event Tenant completes Landlord's Work as aforesaid, Tenant may off-set such expenses plus a ten percent (10%) administrative fee from the next installments of Rent due and owing until such amount is recaptured in full. In such event, the Tenant Possession Date shall be deemed to be the date Tenant completes all of Landlord's Work. Tenant shall complete such work in a timely manner.

During the Term of this Lease, following completion of initial buildout/alterations to the Demised Premises, Tenant shall have the right to make subsequent changes, additions, and alterations to the interior of the Demised Premises without consent from Landlord, provided that such work shall not affect the structural parts of the building of which the Demised Premises are a part; that such are done in good and workmanlike manner; that permits therefor from all public authorities, as required, are obtained and paid for; that all cost and expense arising from such undertaking as well as all damages occasioned in connection therewith shall be paid by Tenant; that all such changes shall at the end of this Term continue to remain the property of Landlord. Tenant shall promptly remove any Mechanic's Lien placed on the Demised Premises resulting from any such alterations.

**7. MAINTENANCE AND REPAIRS:**

Tenant agrees to make all repairs (including replacements as required in Tenant's reasonable judgment) necessary to keep the interior portions of the Demised Premises in good order, repair and operation, except those which the Landlord is required to make pursuant to this Section 7 or Sections 13 and 20 of this Lease. The interior portions of the Demised Premises shall include (without limitation) each of the following: (i) interior faces of the exterior walls, (ii) ceilings, (iii) floor coverings, (iv) non-structural portions of the storefront including doors, windows, window frames and plate glass, (v) heating, ventilating and air conditioning system (HVAC) exclusively serving the Demised Premises and (vi) the electrical, plumbing, sprinkler and other mechanical systems and equipment exclusively serving the Demised Premises, but only to the extent such electrical, plumbing, sprinkler and mechanical systems and equipment are located inside the interior surface of the exterior or demising walls of the Demised Premises and not located within the floor slab of the Demised Premises.

Landlord agrees, at Landlord's sole cost and expense, to make all repairs and replacements necessary to keep the exterior and structural portions of the Demised Premises in good order, repair and operation except those repairs and replacements the Tenant is required to make pursuant to this Section 7. The exterior and structural portions of the Demised Premises shall include (without limitation) each of the following: (i) exterior walls of the Demised Premises and exterior faces thereof, (ii) the roof, (iii) gutters, downspouts and roof drainage system; (iv) foundations and floor slabs; (v) all structural members of the building of which the Demised Premises is a part; (vi) canopy (if any), (vii) marquee lights or rear or side floodlights, (viii) electrical, plumbing, sprinkler and other mechanical systems and equipment (whether or not exclusively serving the Demised Premises) located outside the interior surface of the exterior or demising walls and/or within the floor slab of the Demised Premises. Notwithstanding anything to the contrary contained in this Section 7, Landlord shall reimburse Tenant for the cost of labor and materials to replace any ceiling tiles in the Demised Premises that are damaged or stained as a result of roof leaks. Notwithstanding anything to the contrary contained herein, If Tenant has had multiple issues with roof leaks and an inspection report by a reputable commercial roof company states that the roof is at the end of its useful life and recommends replacement, Landlord shall promptly replace the roof. If Landlord does not begin replacement within thirty (30) days of written notice by Tenant, Tenant may replace and withhold 100% of future rent payments until the cost is recouped plus any damages Tenant may have incurred due to the roof leaks. Tenant would also be entitled to an addition 15% administrative fee.

Notwithstanding the foregoing, Landlord hereby expressly warrants to Tenant that all items required to be kept by Tenant in good order/repair, maintenance, and operation including, without limitation, all fire alarm and fire suppression systems as may be required by applicable law for Tenant's Permitted Use, will be in place at the Demised Premises and will be in good operating condition, as of the Tenant Possession Date. Tenant shall notify Landlord of any defects within ninety (90) days after the date Tenant opens for business by providing Landlord with written notice of such items not in operating condition. Landlord shall, within ten (10) days from such notice, put such inoperative items listed on

the punch list in operating condition, and, thereupon, Landlord's obligation under this warranty shall terminate. If Landlord fails to perform such work within such ten (10) day period, Tenant shall have the right to perform such work and charge the Landlord the reasonable cost thereof. Should Landlord refuse to reimburse Tenant for such costs within thirty (30) days of receipt of an invoice therefor, Tenant shall have the right to deduct such cost, with interest at the Lease Interest Rate, from the next installment of Rent until such amount is recaptured in full.

If Landlord fails to commence and diligently complete the making of any repairs within fifteen (15) days after notice by Tenant of the need for such repairs, Tenant shall have the right to perform such repairs and to charge Landlord the reasonable cost thereof. If the repair is necessary to end, mitigate, or avert an emergency and if Landlord, after receiving confirmation from Tenant of such necessity, fails to commence repair as soon as reasonably possible, Tenant may do so at Landlord's cost, without waiting fifteen (15) days. Should Tenant perform repairs pursuant to this Section, Landlord shall and does hereby indemnify, defend and hold harmless Tenant for costs, demands, claims, causes of action, losses, liabilities, judgments, damages and expenses (including without limitation attorney fees and court costs), warranties and obligations arising out of or in any way connected with such repair work; provided, however, that this indemnification shall not apply to injury or damage caused by the negligence of Tenant or Tenant's authorized representatives. In performing any such repairs pursuant to this Section, Tenant shall use reputable contractors and perform all such repairs in a first class and workmanlike manner. Should Landlord fail or refuse to reimburse Tenant the reasonable cost of any such repair work within thirty (30) days of receipt of an invoice therefor, Tenant shall have the right to deduct such cost, with interest at the Lease Interest Rate, from the next Rent payment(s) owing until such amount is recaptured in full.

Any reservation of a right by Tenant to enter upon the Demised Premises and to make or perform any repairs, alterations, or other work, in, to, or about the Demised Premises which, in the first instance, is the Landlord's obligation pursuant to the Lease, shall not be deemed to: (i) impose any obligation on Tenant to do so; (ii) render Tenant liable to Landlord or any third party for failure to do so; or (iii) relieve Landlord from any obligation to indemnify Tenant as otherwise provided elsewhere in the Lease.

**8. SIGNS:**

Tenant, at its sole cost and expense, shall have the right to place, suffer or erect signs, awnings, canopies or decorations on the exterior walls of the Demised Premises. Tenant agrees to maintain such sign(s) in good condition and repair, save and defend Landlord free of all cost, expense, loss, or damage which may result from the erection, maintenance, and existence of the same. Notwithstanding anything to the contrary contained herein, Tenant shall be permitted to utilize its standard window signs, its pre-opening and grand opening signs and banners, building signs, and pylon sign panels as are used in a majority of Tenant's stores in the State where the Demised Premises is located. Landlord covenants and warrants that it has approved Tenant's Sign Specifications attached hereto as part of Exhibit D prior to or simultaneously with its execution of this Lease.

Landlord shall ensure that Project pylons and/or monument signs (collectively "Pylon") (i) are fit for Tenant's intended use including, without limitation, are properly wired, maintained and constructed; and (ii) conform to all requirements of any authorities having jurisdiction. If Landlord fails to complete repairs, installation, or otherwise fails to deliver a fully operational Pylon sign to Tenant on or before the Tenant Possession Date, Tenant shall have the right to perform such repairs and/or installation and to charge Landlord the reasonable cost thereof as provided in Section 7 of this Lease (without reference to the notice provision therein).

Tenant shall have the right to place suitable sign panels upon the existing Project Pylons. Landlord agrees that Tenant shall have the right to install and maintain its sign panels on both sides of the existing Pylons on the space as indicated on Exhibit D-1 attached hereto. Landlord grants Tenant a right of first refusal to occupy, within the top one-half (1/2) portion, any Pylon at the Project which Tenant is not currently on, which may become available, or which is subsequently constructed during the Term of this Lease. Landlord shall notify Tenant in writing of such availability, and Tenant shall have thirty (30) days to accept the available Pylon space. Tenant shall, at its own expense, obtain the necessary permits and comply with applicable local codes and ordinances for Tenant's signs. Once Tenant's sign panels and/or Tenant's Pylon sign are installed, Tenant shall not be required to remove, replace, change, or alter such signs and Landlord shall not remove, replace or diminish the size of Tenant's signs, nor charge Tenant a separate fee to be on said Pylon sign(s).

During the Original Term, Option Terms or extensions of this Lease, Landlord shall not install any structure, sign or landscaping or take any other action which will materially obstruct or interfere with the visibility or legibility of Tenant's signs.

**9. TRADE FIXTURES:**

Tenant agrees to furnish and install, at Tenant's expense, all trade fixtures or equipment required by Tenant. At the end of the Term, Tenant may remove such trade fixtures or equipment, but shall repair any damage to the Demised Premises caused by or resulting from such removal, reasonable wear and tear excepted, and shall deliver the Demised Premises to Landlord in broom clean condition. Should Tenant have installed lighting fixtures, and/or HVAC equipment, the parties agree that they are not trade fixtures or equipment and they may not be removed since they became the property of Landlord when affixed. For the benefit of Tenant's employees and customers, Tenant shall be entitled to place vending machines and equipment (including, but not limited to public telephones and stamp machines) in the Demised Premises and adjacent areas thereto. Tenant shall be responsible for maintaining said machines and equipment in good condition and shall indemnify Landlord for any liability arising from the use of said machines and equipment.

**10. GOVERNMENTAL REGULATIONS:**

Landlord agrees the Demised Premises conforms to all requirements by authority having jurisdiction; if said Demised Premises do not conform, Landlord shall promptly cause it to conform at all times unless such is necessitated by changes, alterations or additions made by Tenant. Landlord shall provide Tenant with a complete set of "as built" drawings in the event they are required by local, state or federal code, or otherwise required pursuant to this Lease. Landlord agrees to make all repairs, alterations, additions, or replacements to the Demised Premises required by any law, statute, ordinance, order or regulation of any governmental authority; to keep the Demised Premises equipped with all fire and safety appliances, devices, equipment and applications so required, including, but not limited to, smoke and fire alarms, sprinkler system and approved fire extinguishers of the type and number recommended; to procure any licenses and permits required; and to comply with the orders and regulations of all governmental authorities, including all requirements as set forth in the Americans with Disabilities Act as said Act now exists or may be amended in the future; and to place all HVAC equipment in compliance with the Clean Air Act of 1992.

**11. INDEMNIFICATION:**

Tenant, its successors and assigns, agrees to indemnify, defend and hold harmless Landlord from any liability for injury to or death of any person or damage to personal property of every kind and nature arising from or in connection with the use and occupancy of the Demised Premises caused by the negligent acts or omissions to act or willful misconduct of Tenant or Tenant's employees, contractors and agents, or by the failure of Tenant, or Tenant's employees, contractors and agents to fulfill Tenant's obligations hereunder. When a claim is caused by the joint negligence or willful misconduct of Tenant and Landlord or Tenant and a third party unrelated to Tenant, except Tenant's agents or employees, Tenant's duty to indemnify, defend and hold harmless Landlord shall be in proportion to Tenant's allocable share of the joint negligence or willful misconduct. Landlord, its heirs, executors, administrators, successors and assigns, agrees to indemnify, defend and hold harmless Tenant from any liability for injury to, or death of any person or damage to personal property of every kind and nature arising from or in connection with the use and occupancy of the Demised Premises and Common Areas caused by defects therein, the negligent acts or omissions to act or willful misconduct of Landlord, or Landlord's employees, contractors and agents, or by the failure of Landlord, or Landlord's employees, contractors and agents, to fulfill Landlord's obligations hereunder. When a claim is caused by the joint negligence or willful misconduct of Landlord and Tenant or Landlord and a third party unrelated to Landlord, except Landlord's agents or employees, Landlord's duty to indemnify, defend and hold harmless Tenant shall be in proportion to Landlord's allocable share of the joint negligence or willful misconduct.

Landlord and Tenant agree to notify their respective insurance carriers of the indemnity and hold harmless agreement contained in this Section.

The provisions of this Section 11 shall survive termination of this Lease.

**12. INSURANCE:**

- A. Tenant: Tenant agrees to carry at its own expense, throughout this Lease, commercial general liability insurance covering the Demised Premises and Tenant's use thereof which insurance shall include Landlord as an additional insured, with minimums of the following: One Million Dollars (\$1,000,000.00) each event combined single limit with a Two Million Dollar (\$2,000,000.00) general total combined single limit, and to provide Landlord with a certificate of insurance evidencing such coverage prior to the Tenant Possession Date.

Tenant shall have the option to self-insure for all plate glass, inventory, equipment, and trade fixtures.

- B. Landlord: Landlord shall at all times carry insurance covering all improvements located in the Shopping Center, including the Demised Premises, except for Tenant's trade fixtures, furnishings and inventory against perils normally covered under special form "All Risk" insurance, including the perils of earthquake and flood, in an amount not less than the full replacement value of all the improvements located in the Shopping Center, including the Demised Premises and shall name Tenant as an additional insured as its interest may appear. Landlord shall provide Tenant with a certificate of insurance evidencing such coverage prior to the Tenant Possession Date.

Landlord shall at all times carry commercial general liability insurance covering the Common Areas, which insurance shall include Tenant as an additional insured, with minimum limits of the following: One Million Dollars (\$1,000,000.00) each event combined single limit with a Two Million Dollar (\$2,000,000.00) general total combined single limit, and shall provide Tenant with a certificate of insurance evidencing such coverage prior to the Tenant Possession Date. Notwithstanding anything contained in this Lease to the contrary, Landlord shall be solely responsible for any and all deductibles and/or self-insured retentions.

In addition to the payment of Fixed Minimum Rent, Tenant shall, after the Rent Commencement Date, on an annual basis, pay Tenant's pro rata share of the premiums paid by Landlord for maintaining the commercial general liability insurance (but not umbrella or excess insurance) and casualty insurance policies referred to herein, for the Term hereof for the Shopping Center (the "Insurance Costs"). Upon Landlord's payment of its Insurance Costs, Landlord shall furnish Tenant with an invoice for Tenant's pro rata share thereof, as well as copies of such insurance premium bills, evidence that such have been paid by the Landlord, the type of insurance plan used and any other documentation reasonably requested by Tenant regarding the method of computing said premium and Insurance Costs, such documents herein referred to in the aggregate as ("Insurance Documentation"). Within thirty (30) days of Tenant's receipt of the required Insurance Documentation, Tenant shall pay Landlord, Tenant's pro rata share of the Insurance Costs paid by Landlord for the Shopping Center. Notwithstanding the foregoing, in no event shall Tenant be responsible for reimbursing Landlord for more than \$0.29 per rentable square foot of the Demised Premises for the first Lease Year

including any Partial Lease Year. Tenant's pro rata share of such Insurance Costs shall be the product obtained by multiplying said Insurance Costs by a fraction, the numerator of which is the leasable ground floor area of the Demised Premises and the denominator of which is the gross leasable area of all buildings in the Shopping Center. Landlord covenants that there shall be no duplication of costs between this Section and any other Section of this Lease. Landlord represents that Landlord's premiums for the insurance required to be carried by Landlord pursuant to this Section 12.B are anticipated to be approximately \$0.25 per square foot per annum for the 2023 lease year but in no event shall they exceed \$0.26 per square foot per annum.

If Tenant is able to secure an insurance policy or policies with the same coverages as described above at a lower cost than that obtained by Landlord, Landlord may either elect to use the policy or policies secured by Tenant or credit to Tenant the difference in the premium cost between Landlord's policy and that premium quote secured by Tenant.

In the event that the premiums on policies required to be carried by Landlord pursuant to this section are increased due to the use or occupancy of another tenant in the Shopping Center, such increase shall be deducted from the calculation stated above in the determination of Tenant's pro rata share of such insurance. Tenant shall not be responsible for any increase in the payments toward such insurance cost.

**13. FIRE REBUILDING AND ALTERING:**

- A. If the Demised Premises, any permanent additions or leasehold improvements thereto, and/or any buildings or other improvements located within the Shopping Center shall be damaged, destroyed, or rendered untenable, in whole or in part, by or as the result or consequence of fire or other casualty during the Term hereof, Landlord shall repair and restore the same to a condition substantially similar to the condition existing immediately prior to such casualty, but in compliance with all regulations by authority having jurisdiction as of the date of restoration. During any period of repair or casualty, the Rent and Additional Rent herein provided for in this Lease shall abate entirely in case the whole premises are untenable or if Tenant determines in good faith it cannot economically conduct business from the undamaged portion of the Demised Premises. In the event of a casualty which damages only a portion of the Demised Premises and Tenant continues to operate in the remaining portion of the Demised Premises, Rent and Additional Rent shall be reduced based on the square footage of the Demised Premises which is not used by Tenant. Said abatement shall cease when the Demised Premises are restored to tenantable condition.
- B. In the event the Demised Premises or a substantial portion of the Shopping Center, because of such damage or destruction, are not repaired and restored to tenantable condition within one hundred eighty (180) days from the date of such casualty,



Tenant may, at its option, terminate this Lease by giving sixty (60) days prior written notice to Landlord and thereupon Tenant shall be released from all future liability and obligations under this Lease.

- C. If the Demised Premises are damaged or destroyed during the last six (6) months of the Original Term or any Option Terms or extensions of this Lease, to the extent of more than one-third (1/3) of the ground floor area thereof, Landlord or Tenant shall have the right to terminate this Lease by written notice to the other party given within sixty (60) days following such casualty, provided, however, that Tenant may vitiate a termination by Landlord if Tenant elects to exercise its next option to extend the Term of the Lease.

**14. FORCE MAJEURE:**

Whenever a period of time is provided in this Lease for Landlord or Tenant to do or perform any act or thing, Landlord or Tenant shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, war, governmental regulation or control, or other causes beyond the reasonable control of Landlord or Tenant, and in any such event said time period shall be extended for the amount of time Landlord or Tenant is so delayed. This provision shall not apply to initial delivery of possession of the Demised Premises.

**15. INJUNCTION:**

In addition to all other remedies, Tenant or Landlord is entitled to obtain a restraining order and/or injunction against all violations, actual, attempted or threatened of any covenant, condition, or provision of this Lease.

**16. WARRANTY OF TITLE BY LANDLORD; REPRESENTATIONS:**

Landlord hereby warrants, represents, and covenants to Tenant that: (a) at the time of the execution by Landlord of this Lease, Landlord is the sole owner in fee simple and absolute of the Demised Premises; (b) at the time of the execution by Landlord of this Lease, Landlord has good and marketable fee simple title to the Demised Premises free and clear of all liens and encumbrances except taxes not yet due and payable and other exceptions of title which have been approved in writing by Tenant; (c) Landlord does warrant and will defend the title of the Demised Premises, and will indemnify, defend and hold harmless Tenant against all costs, demands, claims, causes of action, losses, liabilities, judgments, damages and expenses (including without limitation attorney fees and court costs) which Tenant may suffer by reason of any lien, encumbrance, restriction or defect in the title or description of the Demised Premises; (d) Landlord has full right and power to execute this Lease and to lease the Demised Premises for the Term provided in this Lease; (e) the Demised Premises is properly zoned for Tenant's use and operation as set forth in this Lease, Landlord is not aware of any intent to change the current zoning, and construction of the Demised Premises complies with all local planning or zoning commission plans or orders; and (f) Landlord is not in default under any of the terms of any restriction, easement, covenant or agreement of record, and no notice has been received by Landlord or given by

Landlord of any default under any restriction, easement, covenant or agreement of record that has not been cured, and there are no circumstances that with the passage of time or giving of notice would be a default by Landlord under any restriction, easement, covenant or agreement of record. In case Landlord does not have the title and rights aforesaid, or breaches the aforesaid representations, then in such event, in addition to any other rights of Tenant's, this Lease shall, at the option of Tenant, become null and void, and no Rent or Additional Rent for the remainder of the Term shall become due to the Landlord, its legal representatives or assigns, and all advanced rents and other payments shall be returned by the Landlord to Tenant, or Tenant may withhold Rent and Additional Rent thereafter accruing until Tenant is furnished proof satisfactory to Tenant as to the parties entitled to receive Rent and Additional Rent, or the breach of the aforesaid representations is cured. Landlord will defend, indemnify, and protect the Tenant from all costs, demands, claims, causes of action, losses, liabilities, judgments, damages and expenses (including without limitation attorney fees and court costs) in any dispute made by any party claiming that Landlord does not have full right and power to execute this Lease, or arising out of a breach of the above representations.

Landlord covenants that Landlord shall not amend, modify or terminate any restriction, covenant or agreement of record, nor enter into any new or other restriction, covenant or agreement of record affecting the Shopping Center, nor permit any other entity to do so, without obtaining the prior written consent of Tenant, which said consent shall not be unreasonably withheld or delayed; provided, however, Landlord agrees it shall not be unreasonable for Tenant to withhold consent if said amendment, modification, termination or new agreement limits Tenant's rights or expands Tenant's obligations as set forth under this Lease. If Landlord breaches the foregoing covenant Tenant may, without waiving any other remedy available to Tenant under this Lease, at law, or in equity, terminate the Lease, in which event Tenant shall be released from any and all liability hereunder. Landlord will defend, indemnify, and protect the Tenant from all costs, demands, claims, causes of action, losses, liabilities, judgments, damages and expenses (including without limitation attorney fees and court costs) in any dispute made by any party arising out of a breach of the above covenant.

**17. QUIET ENJOYMENT:**

Landlord hereby covenants, warrants, and agrees that Tenant's use and enjoyment of the Demised Premises will not be disturbed during the Original Term of this Lease and any Option Terms or extensions. Tenant's covenant to pay Rent and Additional Rent and Landlord's covenant of quiet enjoyment shall be dependent covenants.

**18. MORTGAGE AND ESTOPPEL CERTIFICATES:**

Tenant accepts this Lease subject and subordinate to any recorded mortgage lien presently existing or hereafter created upon the Demised Premises or Shopping Center; provided, that as a condition to such subordination, Tenant and the holder of any mortgage lien shall enter into a mutually satisfactory subordination, non-disturbance, and attornment agreement which shall include a covenant by the mortgagee not to disturb the tenancy of

Tenant, so long as Tenant is not in default of its obligations under this Lease beyond any applicable notice and cure periods. Landlord shall require any such mortgagee to agree that insurance proceeds and condemnation awards shall be used for the repair and restoration of the Demised Premises when so provided in this Lease. If the interests of Landlord under this Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of any first mortgage on the Demised Premises, Tenant shall be bound to the transferee, under the terms, covenants and conditions of this Lease for the balance of the Term remaining, including any options or extensions, with the same force and effect as if the transferee were Landlord under this Lease, and Tenant agrees to attorn to the transferee, including the first mortgagee under any such mortgage if it be the transferee, as its Landlord.

Upon request in writing from Landlord, Tenant agrees to execute, acknowledge, and deliver to Landlord, or to the holder of the mortgage lien on the Demised Premises, a statement certifying the following facts; provided that such facts are true and ascertainable: (i) this Lease constitutes the entire agreement between Landlord and Tenant, is unmodified (or if there has been a modification, that the Lease, as modified, is in full force and effect), and is in full force and effect; (ii) the dates to which the Fixed Minimum Rent, Common Area Charges and other charges hereunder have been paid; (iii) the Tenant is occupying the Demised Premises; and (iv) Tenant knows of no default under the Lease by the Landlord and there is no offset which Tenant has against Landlord.

**19. DEFAULT:**

- A. If Tenant shall be adjudicated as bankrupt, or if a trustee or receiver of Tenant's property be appointed, or if Tenant shall make an assignment for the benefit of creditors, or if default shall at any time be made by Tenant in the payment of the Rent reserved herein, or any installment thereof for more than ten (10) days after receipt by Tenant of written notice of such default from the Landlord or if there shall be default in the performance of any other covenant, agreement, condition, rule or regulation herein contained or hereafter established on the part of the Tenant for thirty (30) days after receipt by Tenant of written notice of such default from the Landlord (provided that if the default is of such a nature that it cannot reasonably be cured within thirty (30) days, Tenant shall be permitted such additional time to cure the default as is reasonably necessary), this Lease, if the Landlord so elects, shall thereupon become null and void, and the Landlord shall have the right to reenter or repossess the Demised Premises, either by force, summary proceedings, surrender or otherwise, and dispossess and remove therefrom the Tenant or other occupants thereof and their effects, without being liable to any prosecution therefor. Neither bankruptcy, insolvency, an assignment for the benefit of creditors, nor the appointment of a receiver shall affect this Lease or permit its termination so long as the covenants on the part of the Tenant to be performed shall be performed by Tenant or some party claiming under Tenant. In such case, the Landlord may, at its option, relet the Demised Premises or any part thereof, as the agent of the Tenant, and the Tenant shall pay the Landlord the amount by which the rent reserved herein for the balance of the Term shall exceed

the reasonable Rent value of the Demised Premises for the same period as the same becomes due. In no event shall Landlord be entitled to accelerate any amount due under this Lease following a default by Tenant. Rather, such amount shall remain payable monthly as they would have come due under this Lease. Landlord shall be obligated to mitigate its damages by using commercially reasonable efforts to find a replacement tenant to lease the Demised Premises. Notwithstanding the foregoing as it pertains to late payment of Rent Landlord shall only be required to provide ten (10) days written notice of late payment twice in any calendar year. After the second notice should Tenant pay Rent after its due date Tenant shall be in default under the Lease subject to notice and cure periods herein.

- B. If Landlord shall fail to pay any taxes, assessments, insurance premiums, mortgage interest or amortization or any other charges accruing against the Demised Premises, or the Shopping Center of which the Demised Premises may be a part, or fail to perform any of the conditions or covenants hereof on its part to be performed, Tenant may give written notice of such default to Landlord and if Landlord shall not within thirty (30) days thereafter cure such default (or if the default cannot be cured within thirty (30) days, if Landlord shall not within such period commence such cure and thereafter diligently complete the same), then Tenant shall have the right, at its option, to (i) terminate this Lease without penalty or default on the part of Tenant; or (ii) cure such default and the amount expended by it therefor, with interest at the Lease Interest Rate, may be deducted by Tenant from Rent thereafter to become due until such amount is recaptured in full. Tenant shall, upon request, submit to Landlord receipted bills showing payment of all the aforesaid items. It is further provided, however, that in the event of urgent situations which shall include, but not be limited to, defects and failures in the sprinkler systems, the Tenant shall promptly notify the Landlord, or its duly appointed agent, orally or by facsimile, and upon the failure of the Landlord to promptly correct, or take necessary steps to correct such urgency then Tenant shall have the right to correct the same and be reimbursed as hereinabove provided. In the event the Demised Premises shall be rendered untenable by reason of Landlord's failure to perform any obligation described herein, including without limitation Landlord's failure to make repair, all Rent and Additional Rent due hereunder shall wholly abate until Landlord shall have satisfactorily performed such obligation; in addition, Tenant shall have the right to perform such obligations at the expense of Landlord as hereinabove provided. All rights and remedies of Tenant herein created, or remedies otherwise existing at law or equity are cumulative, and the exercise of one or more rights or remedies shall not preclude or waive the right of the Tenant to exercise any other remedy available to it under this Lease, at law, or in equity. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Tenant shall deem desirable.

**20. CONDEMNATION:**

In the event the Demised Premises hereby leased, or any part thereof, are taken in condemnation proceedings, Tenant may terminate this Lease, or at its option, retain the

Demised Premises. In the event any part of the buildings of the Shopping Center, or Common Area, or rights-of-way adjoining, or approaches to the Shopping Center are taken in condemnation proceedings so that in the judgment of Tenant the Demised Premises remaining would be unsatisfactory for Tenant's business operation, Tenant may terminate this Lease, or at its option, retain the Demised Premises. In the event Tenant shall retain the Demised Premises subsequent to any condemnation proceedings, Landlord will restore the entire remaining Demised Premises and/or Shopping Center to proper tenantable condition forthwith. Until the Demised Premises and/or Shopping Center is restored to proper tenantable condition, Rent and Additional Rent shall abate. Thereafter, Rent and Additional Rent shall be reduced in proportion to the amount of land and/or building area lost, or if Tenant shall elect, in proportion to the effect of the loss of such are on Tenant's business, which shall be calculated by the percentage by which Gross Sales made by Tenant at the Demised Premises during the one year following the date on which the condemning authority takes possession of part of the Demised Premises are less than gross sales during the one (1) year immediately preceding the date of possession by the condemning authority. For the purpose of this paragraph, the term "condemnation proceedings" shall include conveyances and grants made in anticipation or in lieu of condemnation proceedings. Nothing herein contained shall constitute a waiver of Tenant's rights to compensation for damages.

**21. MUTUAL WAIVER OF SUBROGATION:**

Notwithstanding anything to the contrary contained in this Lease: (i) Landlord shall not be liable for any damage to fixtures, merchandise or property of Tenant and Tenant hereby releases Landlord from the same and Tenant waives any and all rights of recovery against Landlord relating to property damage whether or not such loss or damage is insured; and (ii) Tenant shall not be liable for any damage to the Demised Premises, building of which it is a part or other improvements in the Shopping Center and Landlord hereby releases Tenant from the same and Landlord waives any and all rights of recovery against Tenant relating to property damage whether or not such loss or damage is insured. Landlord and Tenant agree promptly to provide notice, if necessary, to their respective, appropriate, insurers of the terms of the aforementioned mutual waivers; and, if necessary, to obtain appropriate insurance policy endorsements to prevent the invalidation of the insurance coverages by reason of these waivers, if required by the respective insurers.

Landlord and Tenant each shall indemnify, defend and hold harmless the other against any loss or expense resulting from failure to obtain such insurance subrogation waivers.

The provisions of this Section 21 will survive termination of this Lease.

**22. ASSIGNMENT AND SUBLETTING:**

Tenant shall have the right at any time to sublet the Demised Premises or any part thereof or to assign this Lease without Landlord's consent; provided, that no such subletting or assignment shall relieve Tenant of any of its obligations hereunder. Each sublease or assignment shall be subject and subordinate to the rights of Landlord under this Lease and

to any renewal, amendment or modification thereof, to the rights of any first mortgage to which this Lease is subject or subordinate and to all renewals, modifications, consolidations and extensions thereof. The provisions for such subordination shall be self-operative so that no further instrument of subordination need be required by a mortgagee. Any sub-lessee shall be subject to all prohibited use and exclusive use provisions included in Exhibit F and shall not benefit from the Tenant's carve-out thereof.

**23. SURRENDER AND HOLDOVER:**

When the tenancy herein created terminates, Tenant agrees to surrender the Demised Premises to Landlord in broom clean, as-is condition. Tenant may remove all of its trade fixtures from the Demised Premises. Lighting fixtures and HVAC equipment are the property of Landlord and may not be removed. Any trade fixtures or other items which may have caused damage to walls or roof systems shall be professionally repaired and patched by Tenant.

If Tenant shall remain in possession of the Demised Premises after expiration of the Original Term or any Option Term, such occupancy shall be a tenancy from month to month at the same Rent and otherwise subject to all the terms and provisions hereof. If Landlord provides Tenant thirty (30) days written notice to vacate the Demised Premises upon the expiration of the Term and Tenant does not so vacate the Demised Premises within ninety (90) days, Fixed Minimum Rent shall increase by 50%.

**24. NOTICES:**

Whenever any demand, request, approval, consent or notice ("notice") shall or may be given by one party to the other, notice shall be addressed to the parties at their respective addresses as specified in the opening paragraph of this Lease and delivered by (i) a nationally recognized overnight express courier, or (ii) registered or certified mail return receipt requested, or (iii) via facsimile/electronic mail (e-mail), provided a copy of said notice is sent in accordance with (i) or (ii), within two (2) business days following facsimile/electronic mail (e-mail) transmission. The date of actual receipt shall be deemed the date of service of notice. In the event an addressee refuses to accept delivery, however, then notice shall be deemed to have been served on the date of said refusal of delivery. Either party may, at any time, change its notice address by giving the other party notice, in accordance with the above, stating the change and setting forth the new address.

**25. LEGALITY:**

Should any one or more of the clauses of this Lease be declared void or in violation of the law, this Lease shall remain in effect, exclusive of such clause or clauses, to the fullest extent of the law. The terms of this Lease shall be interpreted under the substantive laws of the State where the Demised Premises is located, without regard to choice of law rules of that state.

Landlord represents it is a Florida limited liability company duly organized, validly existing and in good standing under the laws of Florida. Tenant represents it is a limited liability company duly organized, validly existing and in good standing under the laws of California. Landlord and Tenant each represent and warrant to the other that the individual executing this Lease on their behalf are each duly authorized to so execute and deliver this Lease.

**26. BINDING OBLIGATIONS:**

This Lease and all rights and duties hereunder shall inure to the benefit of and shall be binding upon Landlord and Tenant and their respective personal representatives, administrators, executors, heirs, successors and assigns.

**27. NO RECORDATION:**

If requested by the Tenant, Landlord will execute a recordable memorandum of lease. Tenant may record such memorandum at its expense. Tenant shall provide Landlord with a copy of such recorded memorandum of lease.

Neither party shall record this Lease.

**28. REAL ESTATE BROKER'S COMMISSION:**

Tenant and Landlord covenant and represent to each other that no parties are entitled to be paid a fee or commission in connection with the transaction contemplated by this Lease except for CBRE, Inc., which represents the Tenant, and will be paid by Landlord pursuant to a separate written agreement. If any individual or entity shall assert a claim to a finder's fee or commission as a broker or a finder, then the party who is alleged to have retained such individual or entity shall defend, indemnify and hold harmless the other party from and against any such claim and all costs, expenses, liabilities and damages incurred in connection with such claim or any action or proceeding brought thereon.

**29. NO WAIVER, LACHES OR ACCORD AND SATISFACTION:**

The waiver of any covenant or condition or the acquiesced breach thereof shall not be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance of the same or of any other covenant or condition hereof. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction or waiver, and Landlord may accept such check or payment without waiver of the default or prejudice to Landlord's right to recover the balance of such Rent or pursue any remedy provided for in this Lease or available at law or in equity.

**30. HAZARDOUS MATERIAL:**

Landlord represents and warrants that, to its actual knowledge and based on the professional services and reports performed and provided by environmental professional consultants of which have been presented to Tenant for review, the Demised Premises do not presently contain any Hazardous Materials. "Hazardous Materials" means any hazardous or toxic substance, material or waste (including, without limitation, asbestos, pcb, mold, fungus, bacteria, etc.) which, now or in the future, is determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety, or property and/or the use and/or disposal of which is regulated by any governmental authority. Upon discovery of any Hazardous Material in, on, under or around the Demised Premises at any time during the Original Term of this Lease or any options or extensions thereof, which Hazardous Material is determined to have been in existence on the Demised Premises prior to the Tenant Possession Date, or is determined to have been placed thereon by Landlord, Landlord's agents, contractors, or employees or a tenant or occupant of Landlord's, during the Original Term of this Lease or any options or extensions, Landlord shall promptly, at Landlord's sole cost and expense, remove and dispose of such Hazardous Material in compliance with all EPA, governmental laws and regulations, and Landlord shall indemnify, defend and hold harmless Tenant with respect to all costs, demands, claims, causes of action, losses, liabilities, judgments, damages and expenses (including without limitation attorney fees and court costs) related to such Hazardous Materials. If Landlord shall be required to remove any Hazardous Materials from the Demised Premises or perform work in the Demised Premises related to any Hazardous Materials all Rent and Additional Rent due under this Lease shall abate during the period of time necessary to complete such work.

Throughout the Original Term of this Lease or any Option Terms or extensions, Tenant shall not permit the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials on, under, in, above, to, or from the Demised Premises other than in strict compliance with all applicable federal, state, and local laws, rules, regulations and orders. Tenant shall indemnify Landlord, except for the negligence or reckless acts of Landlord, Landlord's agents, contractors, or employees, from any release of Hazardous Materials from the Demised Premises directly caused by Tenant while in possession, or elsewhere if directly caused by Tenant or persons acting under Tenant. The within covenants shall survive the expiration or earlier termination of the Lease Term or any extensions thereof.

**31. TITLES AND ENTIRE AGREEMENT:**

All marginal titles are for reference and convenience only and do not form a part of this Lease. This Lease and Exhibits, and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Demised Premises. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.



**32. WAIVER OF CLAIMS:**

Notwithstanding anything to the contrary contained herein, in the event there is (i) a year-end adjustment; (ii) an adjustment resulting from an error in the calculation of any Rent payable by Tenant under the Lease; (iii) any other sum payable to Landlord pursuant to the terms of this Lease, including without limitation, Tenant's pro rata share of Common Area Charges, insurance charges, Real Estate Taxes or any charges to Tenant for electrical and heating and air conditioning service, which results in an amount owed by Tenant, Landlord shall notify Tenant of any amount owed within six (6) months after the expiration of the Lease Year in which such payments or adjustments are applicable. If Landlord does not notify Tenant of such amount owed within said six (6) month period, Landlord's claim to such amount owed shall be deemed waived and discharged.

**33. REASONABLE CONSENT:**

Except as otherwise provided herein, if the consent, approval or permission of either party is required or desired by the other party hereunder, such party agrees that it shall not unreasonably or arbitrarily withhold or delay such consent, approval or permission. In the event that any such consent, approval or permission is specifically withheld, the withholding party shall set forth in writing its reasons for such withholding, which reasons must be reasonable under the circumstances presented. Landlord hereby consents pursuant to 11 U.S.C. §365(d)(4)(B)(ii) (as may be amended from time to time) to any and all extensions pursuant thereto.

**34. CO-TENANCY:**

If at any time following the sixth (6<sup>th</sup>) anniversary of the Rent Commencement Date, including any options or extensions, fewer than three Key Tenant(s) (as hereinafter defined): shall fail to continuously open for business in the Shopping Center, and a substitute Key Tenant(s) satisfactory to Tenant does not commence operations in the Shopping Center within one hundred eighty (180) days thereafter, Tenant shall have the right to abate the monthly Fixed Minimum Rent provided for in this Lease by fifty percent (50%), such amount to be payable within thirty (30) days following the month for which it is due.

In the event that a Key Tenant(s) is not replaced at the Shopping Center within eighteen (18) months from the date it ceases operations, Landlord may terminate this Lease by giving Tenant ninety (90) days' notice of its intention to so terminate, and if Tenant does not elect to resume paying the Rent provided for in this Lease prior to the date of termination specified in such notice, this Lease shall then terminate with the same effect as if such date were the scheduled expiration date of this Lease and Tenant shall have no further liability hereunder. Key Tenant(s) is (are) defined as Dunham's Sports, Hobby Lobby, Ross Dress for Less, and Five Below.

**35. NO PRESUMPTION AGAINST DRAFTER:**

Landlord and Tenant understand, agree and acknowledge that: (i) this Lease has been freely negotiated by both parties; and (ii) that, in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

**36. SUBMISSION OF LEASE:**

The submission by Tenant to Landlord of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the Demised Premises, nor confer any rights or impose any obligations upon either party until the execution thereof by Landlord and Tenant and the delivery of a fully executed original counterpart thereof to Tenant.

If a party returns this Lease by facsimile machine, the signing party intends the copy of this authorized signature printed by the receiving facsimile machine to be its original signature.

**37. INTERLINEATION:**

Whenever in this Lease any printed portion has been stricken, and initialed by both parties hereto, whether or not any relative provision has been added, this Lease shall be construed as if the material so stricken was never included herein and no inference shall be drawn from the material so stricken which would be inconsistent in any way with the construction or interpretation which would be appropriate if such material were never contained herein.

**38. TIME OF THE ESSENCE:**

Time is of the essence of all conditions of this Lease in which time is an element.

**39. TENANT'S AUDIT RIGHTS:**

If Tenant wishes to challenge the accuracy or validity of Real Estate Taxes, Common Area Charges, Insurance Costs, or any other sums or Additional Rent payable by Tenant to Landlord herein, or if Tenant is not satisfied with Landlord's written statement(s) with respect to Common Area Charges, Real Estate Taxes, Insurance Costs or any other Rent or Additional Rent charges payable pursuant to the terms of this Lease, or wishes to challenge the accuracy or validity of any items therein, it shall give Landlord notice of its dissatisfaction, and Tenant shall be entitled to an audit of Landlord's books and records in accordance with generally accepted accounting principles to be made by Tenant's representatives. If such audit reveals any overpayment by Tenant, the amount of such overpayment shall be promptly refunded to Tenant. If such audit shows that any statement rendered by Landlord is overstated by more than five percent (5%), Landlord shall pay to Tenant, in addition to any overpayment, the reasonable costs of such audit. If any amount payable hereunder is not paid by Landlord within thirty (30) days after invoice therefor, Tenant may offset the amount thereof with interest at the Lease Interest Rate, against the next Rent payments due from Tenant to Landlord hereunder until recaptured in full. Any

overpayments not refunded to Tenant in full prior to the end of the then current Original Term or Option Term shall be refunded to Tenant in cash prior to the end of that Original Term or Option Term, regardless of whether Tenant remains in possession of the Demised Premises thereafter. If Landlord refuses to allow said audit, until such time as Landlord allows such audit, Tenant shall be obligated to pay Landlord only Fifty Percent (50%) of such Common Area Charges, Real Estate Taxes, Insurance Costs or Additional Rent charges payable pursuant to the terms of this Lease as Tenant paid Landlord for the immediately preceding Lease Year.

**40. ATTORNEYS FEES:**

In the event either Landlord or Tenant is required to enforce the provisions of this Lease, then the prevailing party shall be entitled to court costs and reasonable attorney's fees from the non-prevailing party. This provision applies to court costs and attorney's fees incurred in any trial and/or appellate courts, and which costs and fees shall be paid upon demand therefor.

**41. WAIVER OF JURY TRIAL:**

The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease.

[Signatures Appear on Immediately Subsequent Page.]

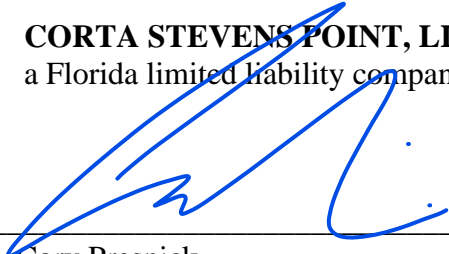
**IN TESTIMONY WHEREOF**, the Landlord and Tenant have caused this Lease to be signed as of the respective acknowledgment dates set forth below:

Signed and acknowledged in the presence of:

Witnesses as to Landlord:

**LANDLORD:**


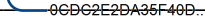
**CORTA STEVENS POINT, LLC,**  
a Florida limited liability company

By:   
Cory Presnick

Title: Manager

Witnesses as to Tenant:

**TENANT: BIG LOTS STORES – PNS, LLC,**  
a California limited liability company

DocuSigned by:  
  
By:   
Jonathan Ramsden  
Title: Executive Vice President,  
Chief Financial and Administrative Officer

**STATE OF**

**COUNTY OF**

Before me, a Notary Public, in and for said State and County, personally appeared the above named Landlord, \_\_\_\_\_ by, \_\_\_\_\_ its \_\_\_\_\_ who acknowledged that he/she did sign the foregoing instrument and that the same is the free act and deed of said limited liability company, and the free act and deed of him/her personally and as said officer.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal, at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

**STATE OF OHIO****COUNTY OF FRANKLIN**

Before me, a Notary Public, in and for said State and County, personally appeared the above named Tenant, **Big Lots Stores – PNS, LLC**, by Jonathan Ramsden, its Executive Vice President, Chief Financial and Administrative Officer, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said limited liability company, and the free act and deed of him personally and as said officer.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal, at Columbus, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

---

Notary Public

**EXHIBIT A**  
**SITE PLAN OF SHOPPING CENTER**



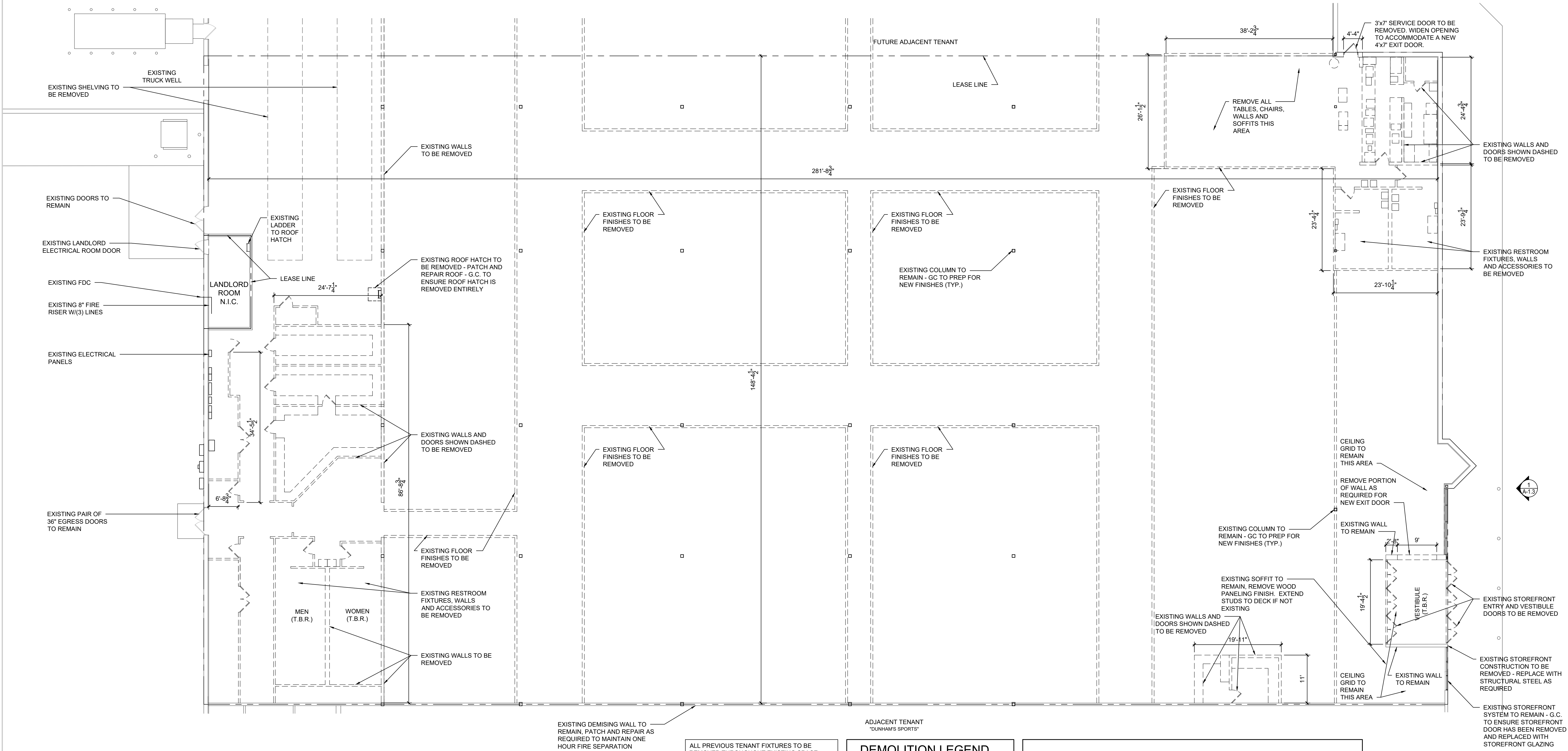


**EXHIBIT A- 1**

**TENANT'S PLANS AND SPECIFICATIONS**







- ALL PREVIOUS TENANT FIXTURES TO BE REMOVED THROUGHOUT EXISTING SPACE
- ALL FLOORING TO BE REMOVED THROUGHOUT EXISTING SPACE DOWN TO CONCRETE - PATCH AND REPAIR AS REQUIRED FOR INSTALLATION OF NEW FLOORING (TYP.)
- ALL PREVIOUS TENANTS CEILING FIXTURES AND CEILING ELEMENTS TO BE REMOVED THROUGHOUT SPACE (TYP.)
- ALL EXISTING CEILING GRID & TILE TO BE REMOVED THROUGHOUT SALES AREA (TYP.)

ADJACENT TENANT  
"DUNHAM'S SPORTS"

DEMOLITION LEGEND

- EXISTING WALL
- ITEM TO DEMOLISH

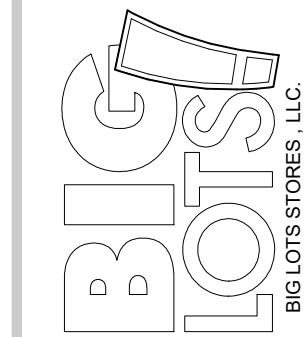
DEMO GENERAL NOTES:

- MECHANICAL CONTRACTOR TO SEE SHEET M-3 FOR ADDITIONAL DEMO INFORMATION.
- ELECTRICAL CONTRACTOR TO SEE SHEET ED-1 FOR ADDITIONAL DEMO INFORMATION.
- PLUMBING CONTRACTOR TO SEE SHEET M-3 AND P-1 FOR ADDITIONAL DEMO INFORMATION
- DEMO CONTRACTOR NOT TO REMOVE ANY PANELS UNTIL ELECTRICAL CONTRACTOR CONFIRMS NO EXTERIOR LIGHT CIRCUITS ARE ON PANEL BEING REMOVED. CONTACT BIG LOTS IF EXTERIOR CIRCUITS ARE IN PANEL.
- BEFORE REMOVING PANELS, ELECTRICAL CONTRACTOR SHALL VERIFY THE PANEL BEING REMOVED DOES NOT FEED ANY LIGHTING, RECEPTACLES, EQUIPMENT, OR LOADS THAT ARE REQUIRED TO REMAIN. IF ANY CIRCUIT IS IN ANY QUESTION. PLEASE CONTACT ROB HILLIS (614-278-6735).
- CONTRACTOR TO CONFIRM THERE ARE NO EXTERIOR LIGHTING IN DEMOLISHED PANELS. CONTACT BIG LOTS IF CIRCUITS ARE LOCATED AND NOT LISTED IN DRAWINGS.
- FIRE ALARM CONTROL PANEL. CONFIRM IF THE EXISTING FIRE ALARM CONTROL PANEL IS IN GOOD WORKING CONDITION, SIZED CORRECTLY, HAS CELLULAR CAPABILITIES AND IS NON-PROPRIETARY. RE-USE AND RELOCATE IF ALL CRITERIA ARE MET, OTHERWISE PROVIDE NEW PANEL.

BIG LOTS STORE  
5601 US-10  
STEVENS POINT, WI 54482

DATE DRAWN: 12/12/2022	SQUARE FOOTAGE		SALES FLOOR 28,810	TOTAL BUILDING 42,128
	Area	SqFt		
DRAWN BY: AC				
SCALE: 3/32" = 1'-0"				

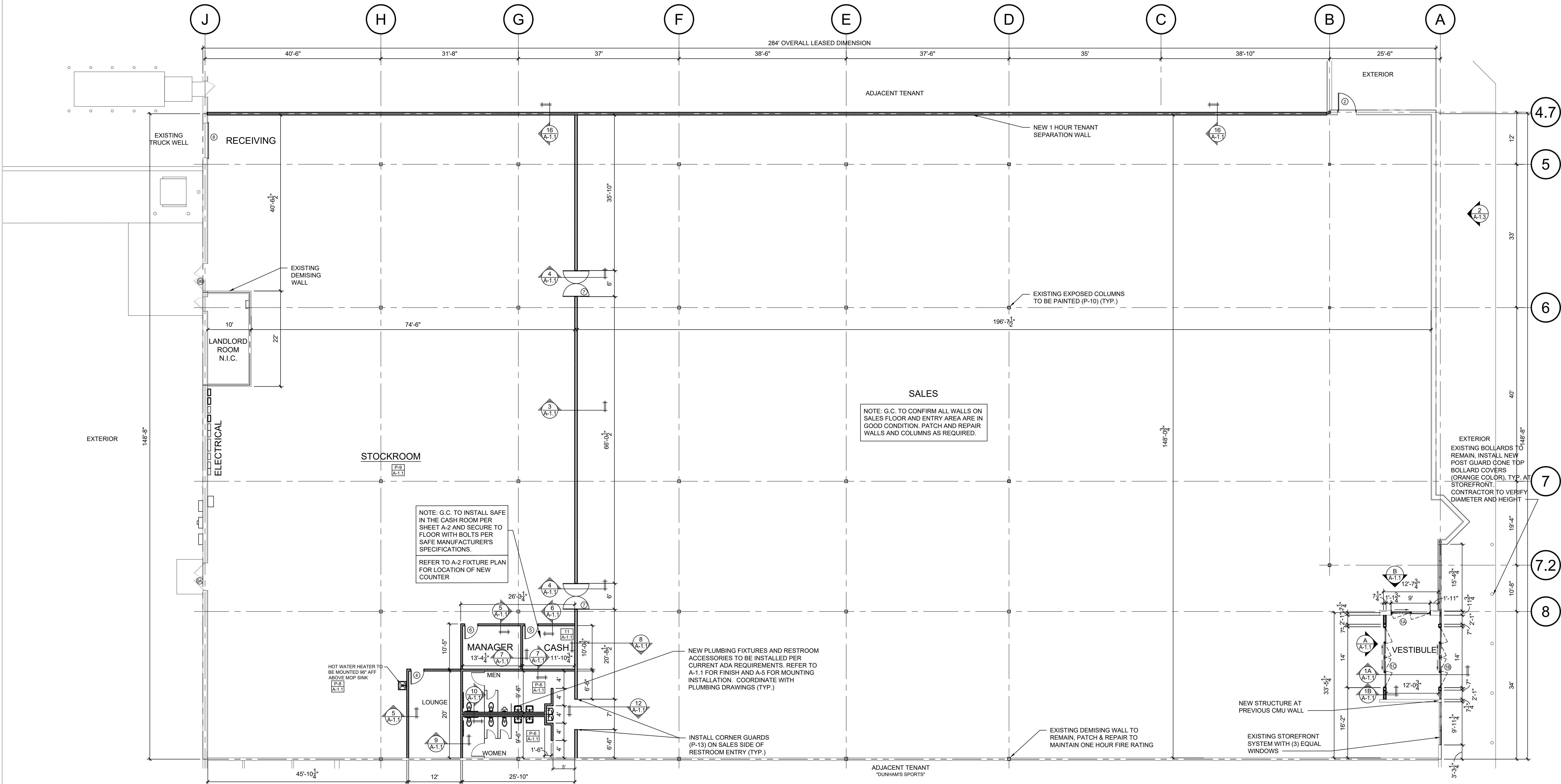
BIG LOTS STORES, LLC.  
STORE PLANNING DEPT.  
4900 E. DUBLIN GRANVILLE RD  
COLUMBUS, OHIO 43081  
PHONE: (614) 278-6800



SHEET:

D-1

DEMOLITION PLAN



DOOR SCHEDULE

SYMBOL	SIZE	DESCRIPTION	FRAME	FIN.	HARDWARE	DOOR FINISH	REMARKS
1	9" PACKAGE	NEW SINGLE SLIDER - FULL OPEN	ALUM.		1B	DARK BRONZE	
2	14" PACKAGE	NEW BI-PART SLIDER - FULL OPEN	ALUM.		1A	DARK BRONZE	
3	14" PACKAGE	NEW BI-PART SLIDER - FULL OPEN	ALUM.		1B	DARK BRONZE	
4	4'-0" x 7'-0"	NEW METAL EXTERIOR DOOR	METAL	P-4	2A	P-4	
5	3'-0" x 6'-8"	NEW H.C. METAL OR S. C. WOOD LOUNGE DOOR	METAL	P-4	4	P-4	
6	3'-0" x 6'-8"	NEW H.C. METAL OR S. C. WOOD CASH ROOM DOOR	METAL	P-4	5	P-4	
7	3'-0" x 6'-8"	NEW H.C. METAL OR S. C. WOOD OFFICE DOOR	METAL	P-4	6	P-4	
8	PR. 3'-0" x 7'-0"	NEW DOUBLE-ACTING STOCKROOM DOORS	CASED		7		
9	(E) 8'-0" x 8'-0"	EXISTING ROLLING SERVICE DOOR W/ CHAIN HOIST	METAL	GRAY	X		
10	(E) PR. 3'-0" x 7'-0"	(EXISTING) METAL EXTERIOR DOORS	METAL	P-4	2B	P-4	
11	(E) PR. 3'-0" x 7'-0"	(EXISTING) METAL EXTERIOR DOORS	METAL	P-4	2B	P-4	

HARDWARE NOTES

GROUP 1A (EXTERIOR SLIDING GLASS DOORS)

- EACH TO RECEIVE:
- FULLY AUTOMATIC OPERATORS
  - THRESHOLD ADA APPROVED
- LOCK MECHANISMS:
- 1 KEYED MORTISE CYLINDER ON EXTERIOR SIDE - 7P SFIC HOUSING - 1E7A-C161-RP1-H26 - DKUSA OR EQUIVALENT
  - 1 MORTISE THUMBTURN CYLINDER INTERIOR SIDE 7161TK2-260 - ILCO OR EQUIVALENT\*
  - 1 CONST TEMP KEYED 7P SFIC CORE 1C-7-A-2-622-BLACK DKUSA

GROUP 1B (INTERIOR SLIDING GLASS DOORS)

- EACH TO RECEIVE:
- FULLY AUTOMATIC OPERATORS
  - THRESHOLD ADA APPROVED
- LOCK MECHANISMS:
- 1 BLANK MORTISE CYLINDER 7160DC-260 ILCO OR EQUIVALENT
  - 1 MORTISE THUMBTURN CYLINDER INTERIOR SIDE 7161TK2-260 - ILCO OR EQUIVALENT\*

\*AS NEEDED GENERAL CONTRACTOR OR SUPPLIER FOR AUTOMATIC OPERATORS TO INSTALL ON STORE RETAIL SIDE OF DOOR(S). USING THUMBTURN CYLINDER(S) TO LOCK AND UNLOCK AND TO GAIN ENTRY TO VESTIBULE FROM STORE RETAIL AREA.

GROUP 2A (TYPICAL H.M. SINGLE DOOR-ALARMED EXIT)

- EACH TO RECEIVE:
- 1 1/2 PAIR BUTTS, BB5, 4-1/2 X 4-1/2, NRP, US32D
  - 1 THRESHOLD S424A-XX\* REQUIRED LENGTH
  - 1 SET WEATHER-STRIPPING - D575C (REQUIRED LENGTH)
  - 1 DOOR SWEEP 36" - 325-C-36
  - 1 DRIP CAP - REQUIRED LENGTH
  - 1 CLOSER, CONTROLLER - 316-AL
  - 1 180 DEGREE DOOR VIEWER - U698B-260 (INSTALL AT 5'-0" A.F.F. ONLY IN NON-SALES AREA DOORS)
- LOCK MECHANISMS:
- 1 DETEX ECL-230X
  - 1 RIM CYLINDER C953-626-SFIC
  - 1 CONST-TEMP KEY - 7P SFIC CORE 1C-7-A-2-622-BLACK DKUSA

GROUP 2B (TYPICAL H.M. PAIR OF DOORS-ALARMED EXIT)

- EACH TO RECEIVE:
- 3 PAIR BUTTS, BB5, 4-1/2 X 4-1/2, NRP, US32D
  - 1 THRESHOLD S424A-XX\* REQUIRED LENGTH
  - 1 SET WEATHER-STRIPPING - D575C (REQUIRED LENGTH)
  - 1 DOOR SWEEP 36" - 325-C-36
  - 1 DRIP CAP - REQUIRED LENGTH
  - 2 DOOR CLOSER, CONTROLLER - 316-AL
  - 1 180 DEGREE DOOR VIEWER - U698B-260 (INSTALL AT 5'-0" A.F.F. ONLY IN NON-SALES AREA DOORS)
- LOCK MECHANISMS:
- 1 DETEX ECL-230X
  - 1 RIM CYLINDER C953-626-SFIC
  - 1 CONST-TEMP KEY - 7P SFIC CORE 1C-7-A-2-622-BLACK DKUSA
  - 1 DOUBLE DOOR STRIKE DESK DETEX
  - 1 DOOR PULL 4G-US32D

GROUP 4 (TYPICAL LOUNGE DOOR ACCESSIBLE IN STOCKROOM AREA)

- EACH TO RECEIVE:
- 1 1/2 PAIR BUTTS, BB5-NRP-US32D 4-1/2 X 4-1/2
  - 1 FLOOR STOP - FS438-US28
  - 1 CLOSER, CONTROLLER - 316-AL
  - 1 PULL PLATE AND HANDLE - 33G-4X16-US32D
  - 1 PUSH PLATE - 305-6X16-US32D

GROUP 5 (CASH ROOM DOORS)

- EACH TO RECEIVE:
- 1 1/2 PAIR BUTTS, BB5-NRP-US32D 4-1/2 X 4-1/2
  - 1 FLOOR STOP - FS438-US28
  - 1 CLOSER, CONTROLLER - 316-AL
  - 1 180 DEGREE DOOR VIEWER - U698B260 -MOUNTING HEIGHT TO BE 5'-0" A.F.F.
- LOCK MECHANISMS:
- 1 CYLINDRICAL LOCK-STOREROOM - X-86IC-F-260 \*
  - 1 DEADBOLT - SINGLE CYLINDER - D2-S-IC-260 \*\*
  - 2 CONST TEMP KEYED 7P SFIC CORES 1C-7-A-2-622-BLACK

GROUP 6 (TYPICAL OFFICE DOORS)

- EACH TO RECEIVE:
- 1 1/2 PAIR BUTTS, BB5-NRP-US32D 4-1/2 X 4-1/2
  - 1 FLOOR STOP - FS438-US28
  - 1 CLOSER, CONTROLLER - 316-AL
- LOCK MECHANISMS:
- 1 CYLINDRICAL LOCK-STOREROOM - X-86IC-F-260
  - 1 CONST TEMP KEYED 7P SFIC CORES 1C-7-A-2-622-BLACK

GROUP 7 (STOCKROOM DOORS)

- STOCKROOM DOORS TO BE:
- ELIASON MODEL P-11 PLUS
  - COLOR: BLACK 108
  - 18" SPRING BUMPERS - BLACK
  - 5" X 18" JAMB GUARDS
  - 9" X 14" HIGH IMPACT WINDOWS
  - WITH BLACK FRAME

GROUP X (SECURITY HARDWARE FOR OVERHEAD DOORS / ROOF ACCESS)

- EACH TO RECEIVE:
- 1 PADLOCK 6521WO BY BIG LOTS

GENERAL NOTE:  
G.C. TO INSTALL FURRING STRIPS ON ALL SALES FLOOR WALLS WHERE MERCHANDISE FIXTURES WILL BE INSTALLED. G.C. TO INSTALL 1X4'S AT 72" A.F.F. AND AT 12" A.F.F. SEE SHEET A-2 FIXTURE PLAN FOR FURRING LOCATIONS.

- ADDITIONAL HARDWARE NOTES:
- GENERAL CONTRACTOR TO ENSURE ALL EXISTING DOORS AND DOOR SYSTEMS ARE IN GOOD WORKING CONDITION. GENERAL CONTRACTOR TO ENSURE ALL EXISTING EXTERIOR DOORS, THRESHOLD WEATHER-STRIPPING, DRIP CAP AND DOOR SYSTEMS ARE IN GOOD WORKING CONDITION. NOTIFY BIG LOTS REPRESENTATIVE OF ANY ISSUES.
  - GENERAL CONTRACTOR TO INSTALL ALL CONSTRUCTION TEMPORARY KEYED CORES IN ALL HARDWARE AND/OR LOCK CYLINDERS WITH CONTROL KEY, AND TO TEST OPERATION WITH OPERATING KEY BEFORE TURN OVER.
  - FOR USE WITH ALL CONSTRUCTION -TEMPORARY KEYED CORES, HARDWARE SUPPLIER TO ALSO INCLUDE ONE (1) CONTROL KEY AND AT LEAST TWO (2) OPERATING KEYS AND LABELED AS SUCH.
  - BIG LOTS SUPPLIER FOR DIVISION 8: TWIN CITY HARDWARE CO., BOB HAEN BHAEN@TCHCO.COM, 888-747-1989.
  - PERMANENT KEYS AND CORES BY BIG LOTS PRIOR TO TURN-OVER DATE FOR INSTALLATION BY LOCAL BIG LOTS ASSET PROTECTION MANAGER AND/OR BIG LOTS STORE TEAM.
  - LOCAL FIRE JURISDICTION KNOX BOX TO BE SUPPLIED BY GC AND/OR BY LANDLORD.

GENERAL NOTE:  
G.C. TO LOCATE SAFE PER PLAN AND BOLT TO THE FLOOR.

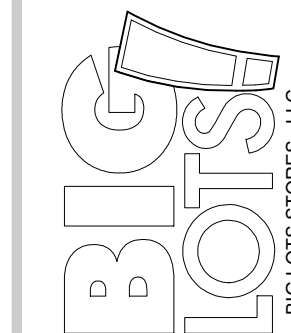
LEGEND	
	NEW WALL
	EXISTING WALL
	DETAIL/NOTE SHEET NUMBER
	WALL DETAIL/NOTE SHEET NUMBER
	FINISH SCHEDULE SHEET NUMBER

GENERAL NOTE:  
CONTRACTOR TO PAINT RED LINE ON STOCKROOM WALLS. SEE FINISH SCHEDULE ON SHEET A-1.1.

BIG LOTS STORE  
5601 US-10  
STEVENS POINT, WI 54482

DATE DRAWN:	SQUARE FOOTAGE	Area	SqFt
12/12/2022	SALES FLOOR	28,810	
DRAWN BY:	TOTAL BUILDING	42,128	
AC			
SCALE:			3/32" = 1'-0"

BIG LOTS STORES, LLC.  
STORE PLANNING DEPT.  
4900 E. DUBLIN GRANVILLE RD  
COLUMBUS, OHIO 43081  
PHONE: (614) 278-6800



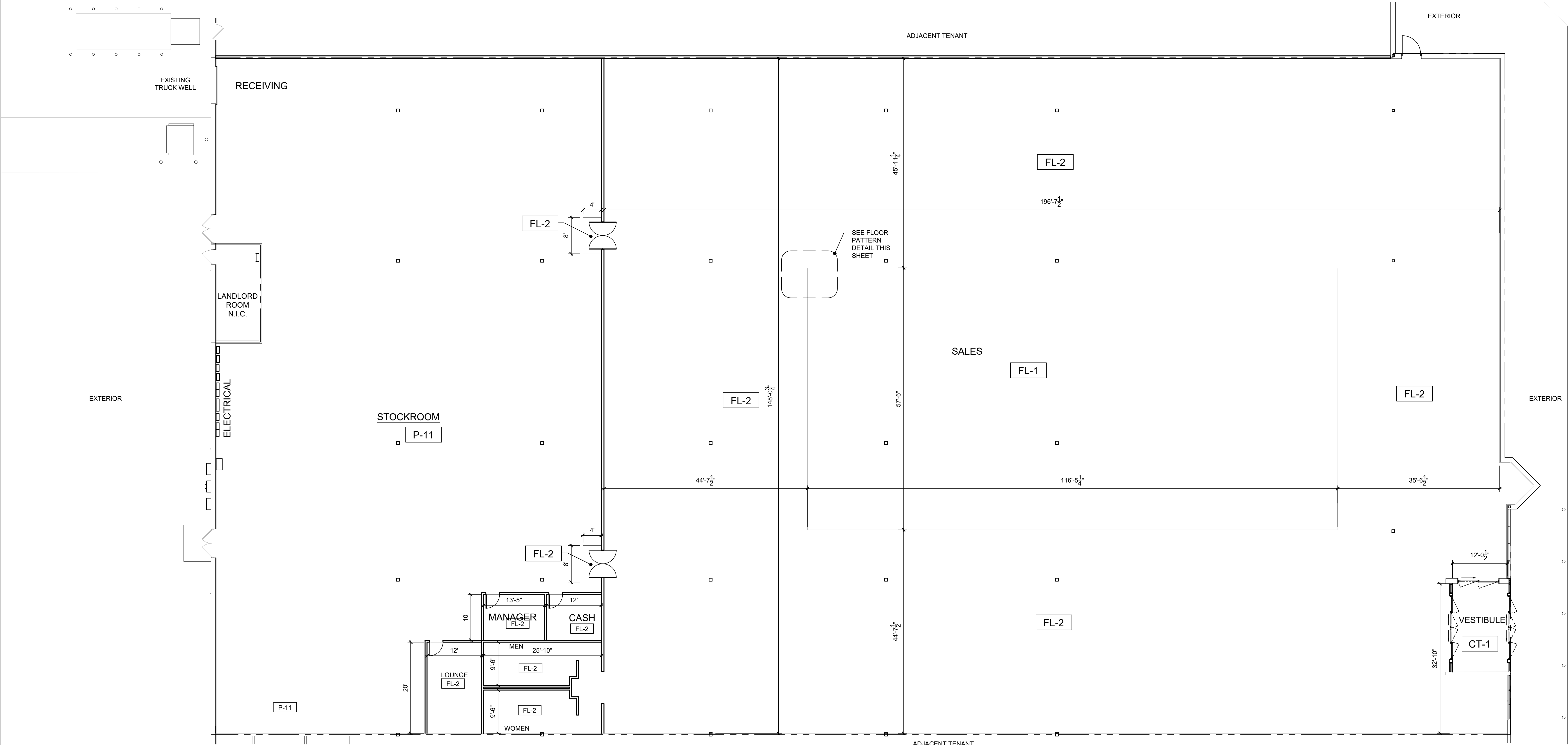
SHEET:

A-1

CONSTRUCTION PLAN

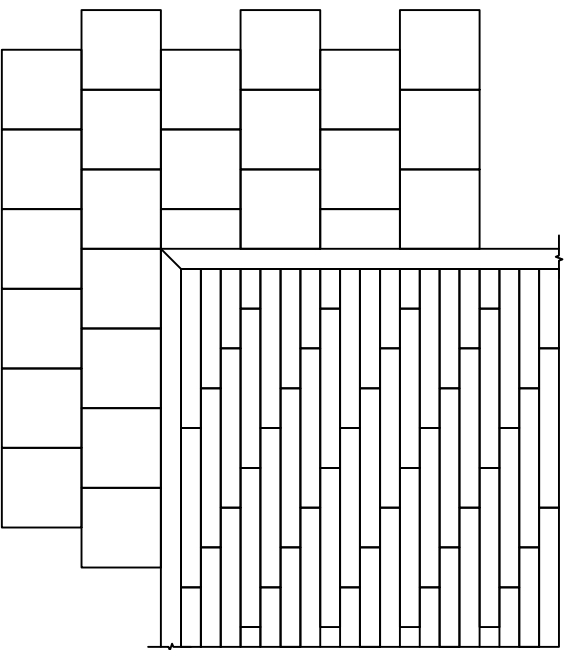






**FLOOR INSTALLATION NOTES**

- INSTALL FLOORING IN A BRICK LIKE PATTERN FROM LEFT TO RIGHT.
- FLOORING IN THE CENTER OF SALES FLOOR TO BE INSTALLED LEFT TO RIGHT FOLLOWING A QUARTER BONDED PATTERN AND PICTURE FRAMED AROUND THE PERIMETER.
- CARPET TILE TO BE INSTALLED WITH A QUARTER TURN PATTERN.
- INSTALLER IS TO ENSURE THAT THE DIFFERENT FLOOR FINISHES FLUSH OUT TO ADA SPECIFICATIONS.



**FLOOR TILE PATTERN DETAIL**

**FLOOR LEGEND**

- |      |   |
|------|---|
| FL-1 | - WOOD PLANK - SAR LEGNO #83 CERVO                              |
| FL-2 | - GREY VCT 12"X12" - 51904 STERLING                             |
| FL-3 | - EXISTING  |
| CT-1 | - WALK OFF CARPET TILE - LAVA 24"X24" SHAW - 5T034 - LAVA 34549 |
| P-11 | - CONCRETE FLOOR SEALER EUCO DIAMOND CLEAR 18178                |

**THRESHOLD AND LEVEL CHANGE NOTE:**

LANDINGS OR FLOOR LEVEL AT DOORS SHALL NOT BE MORE THAN 1/2-INCH BELOW THE THRESHOLD. RAISED THRESHOLDS AND FLOOR LEVEL CHANGES GREATER THAN 1/4-INCH AT DOORWAYS SHALL BE BEVELED WITH A SLOPE NOT GREATER THAN ONE UNIT VERTICAL IN TWO UNITS HORIZONTAL. (ICC/ANSI A117.1, SECTION 303)

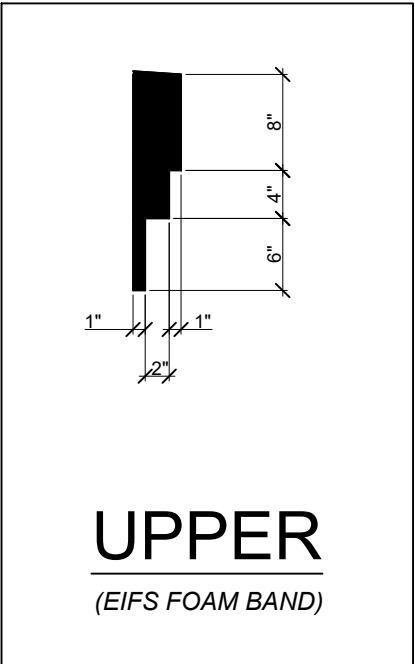
**FLOOR INSTALLER GENERAL NOTE:**

FLOOR INSTALLER IS TO ENSURE THAT THE DIFFERENT FLOOR FINISHES FLUSH OUT TO ADA SPECIFICATIONS

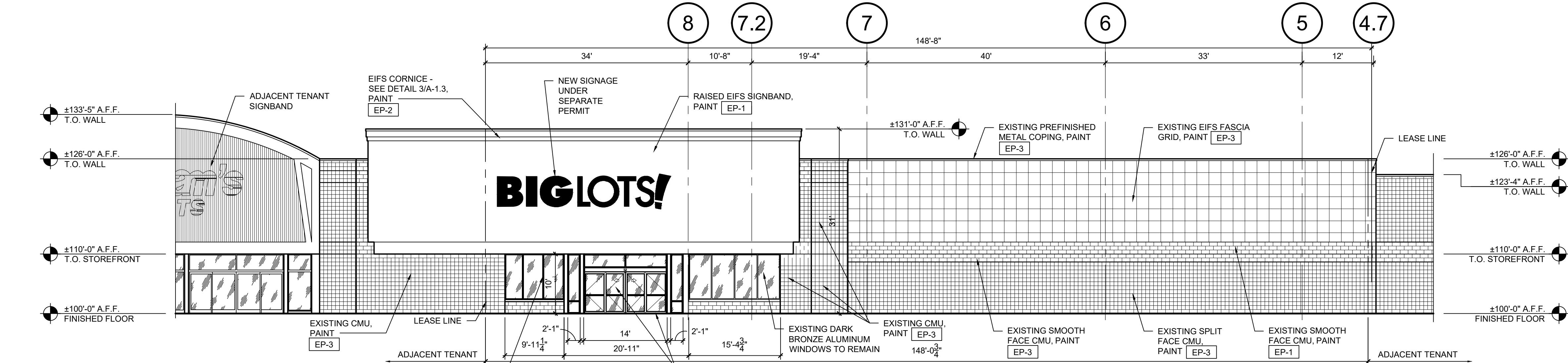
EXTERIOR FINISH LEGEND

- EP-1BEHR - EXT SEMI GLOSS - COLOR - SMOKEY TROUT-MQ2-53
- EP-2BEHR - PPE 5050 EXT SEMI GLOSS - WHITE VEIL-OR-W14
- EP-3BEHR - PPE 5050 EXT SEMI GLOSS - CASCADE BEIGE - N240-1
- EP-4DARK BRONZE WINDOW MULLIONS

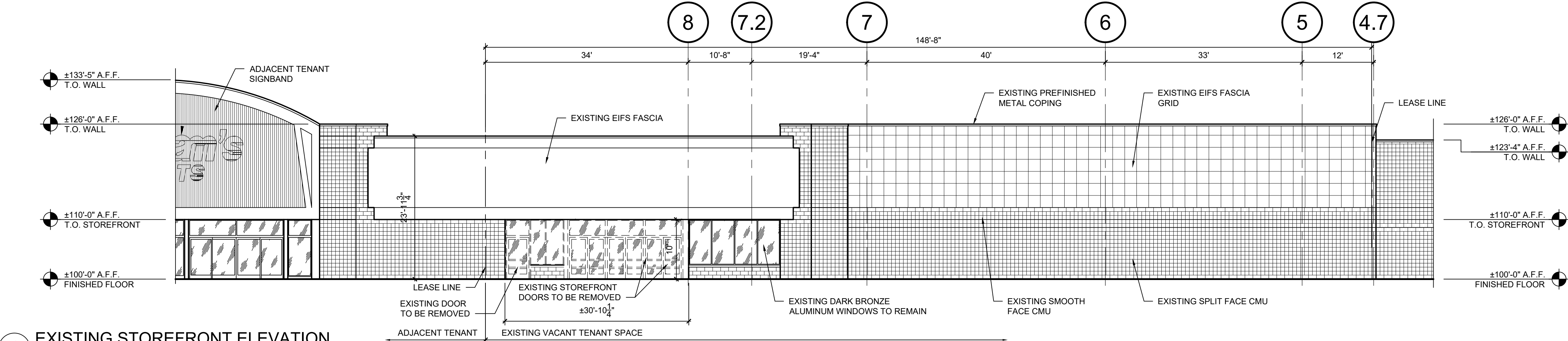
NOTE:  
GENERAL CONTRACTOR TO ENSURE ALL  
EXISTING WINDOW MULLIONS ARE IN  
GOOD WORKING CONDITION. NOTIFY BIG LOTS  
REPRESENTATIVE OF ANY ISSUES.



3 CORNICE DETAILS  
N.T.S.



2 PROPOSED STOREFRONT ELEVATION  
3/32" = 1'-0"



1 EXISTING STOREFRONT ELEVATION  
3/32" = 1'-0"

DATE DRAWN:  
12/12/2022

DRAWN BY:  
AC

SCALE:  
3/32" = 1'-0"

SQUARE FOOTAGE

Area

SqFt

28,810

42,128

SALES FLOOR

TOTAL BUILDING

BIG LOTS STORES, LLC.  
STORE PLANNING DEPT.  
4900 E. DUBLIN GRANVILLE RD  
COLUMBUS, OHIO 43081  
PHONE: (614) 278-6800

BIG LOTS STORES, LLC.

BIG LOTS STORES, LLC.

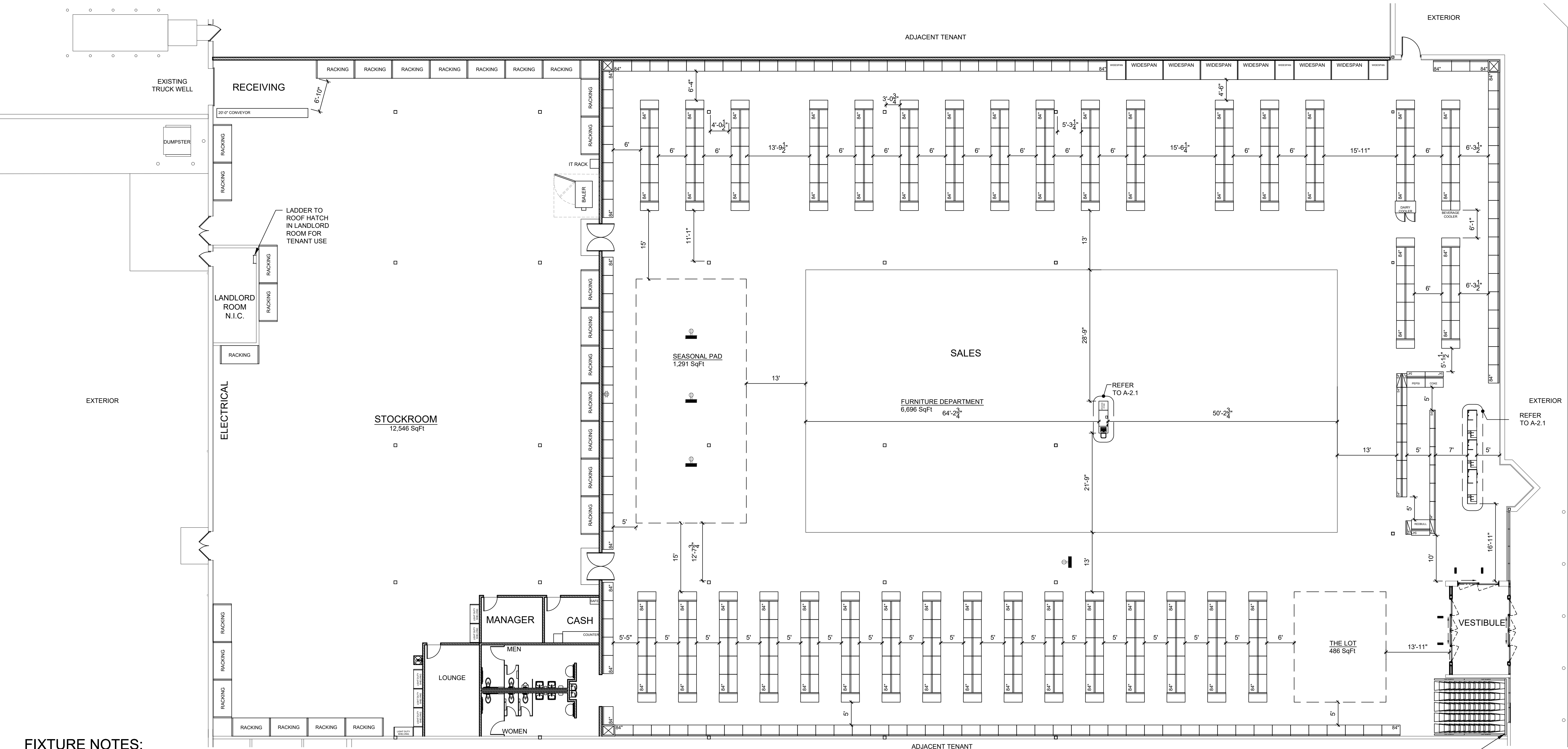
BIG LOTS STORE

5601 US-10

STEVENS POINT, WI 54482

SHEET:

A-1.3

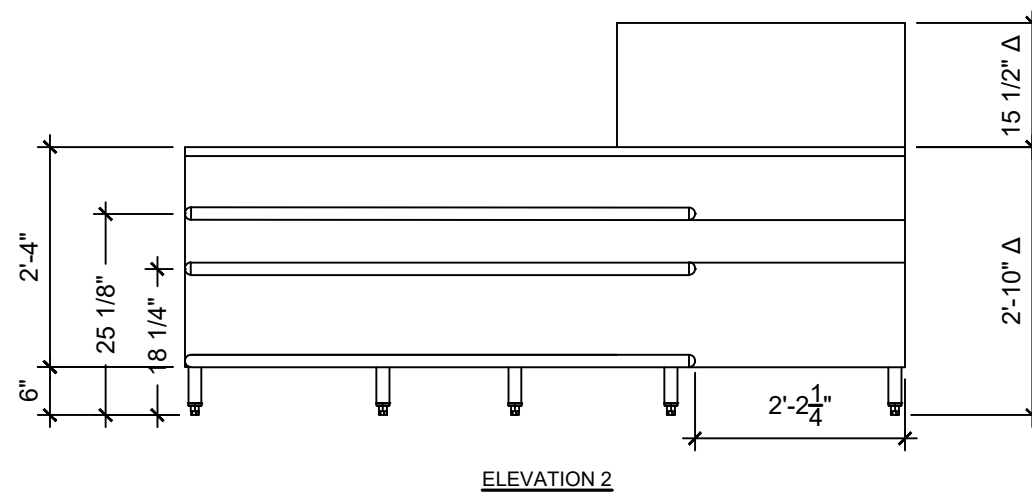
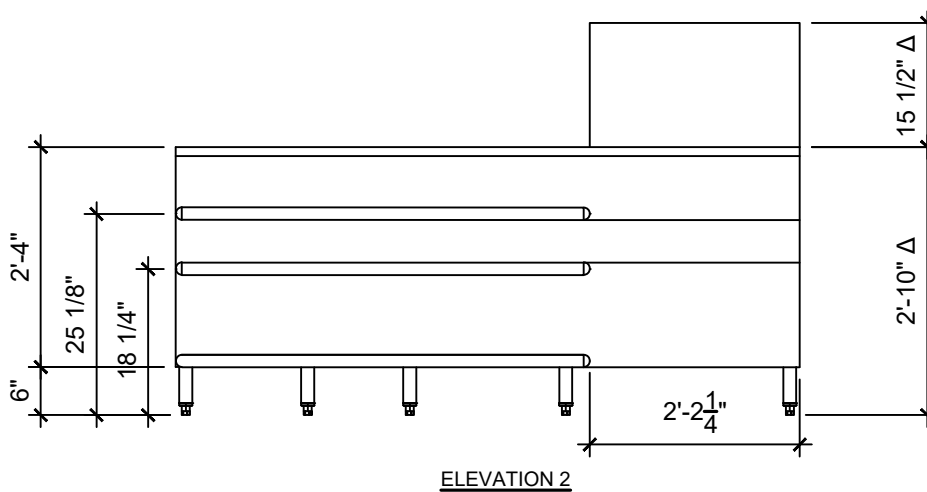
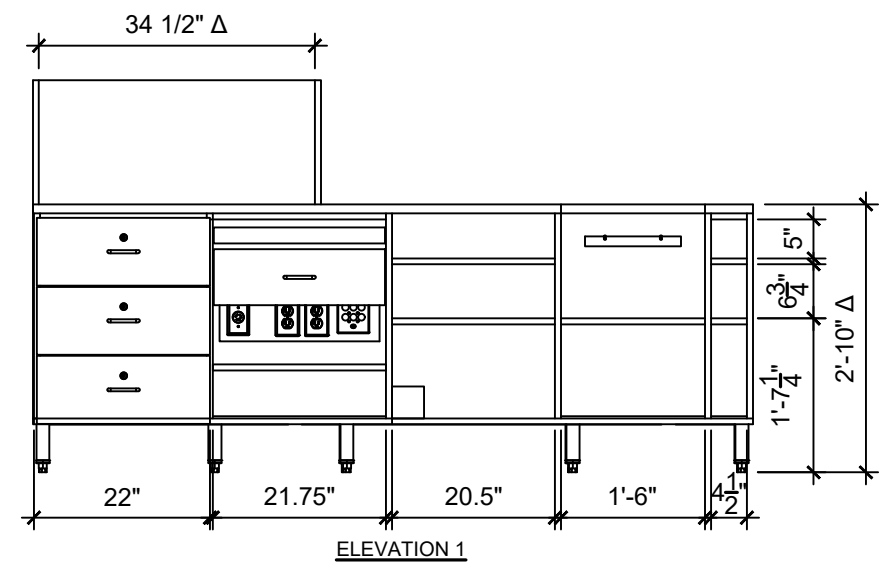
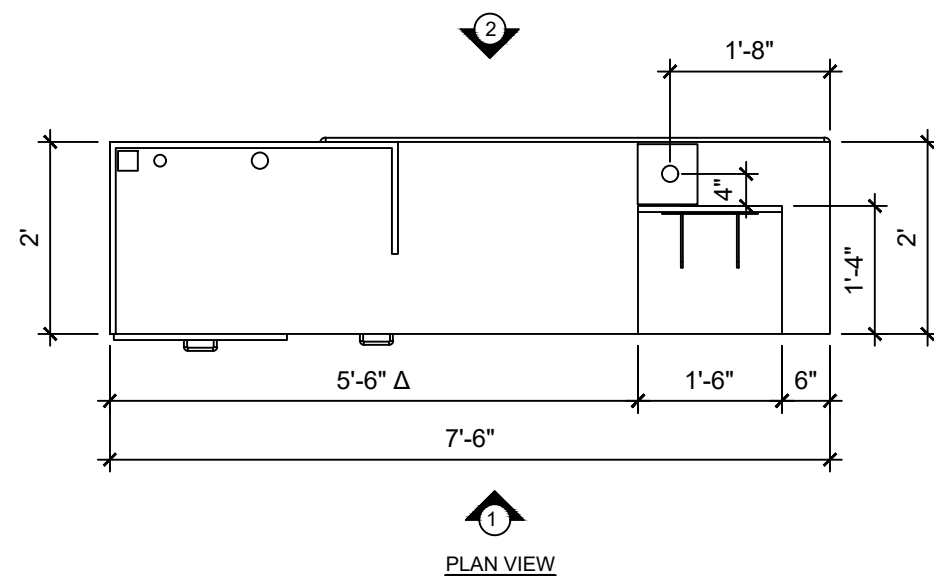


**FIXTURE NOTES:**

- TRADE FIXTURES TO BE DELIVERED AND INSTALLED BY BIG LOTS
  - CHECKOUT QUELINE TO CONSIST OF 54" GONDOLA RUNS THAT HAVE 12" BASE DECKS. RUNS WILL INCLUDE 4' SECTIONS AND 3' SECTIONS. RUNS WILL EITHER BE DOUBLE SIDED OR SINGLE SIDED GONDOLAS. SEE FIXTURE PLAN FOR NUMBER OF SECTIONS.
  - 72" FURNITURE DEPT. GONDOLA RUNS TO HAVE 25" (HD) DEEP BASE DECKS, (2) SHEETS OF FLATBOARD OF 48"X 67", ONE ON EACH SIDE PER 4' SECTION. EACH SEPARATE GONDOLA RUN TO HAVE SOLID END PANEL AT EACH END.
- \*HD (HEAVY DUTY) INDICATES THE UPRITES AND BASE BRACKETS ARE HD TYPE AND WILL BE MARKED ACCORDINGLY.
- 84" GONDOLA RUNS TO HAVE 22" DEEP BASE DECKS, (4) SHEETS OF PEGBOARD, (2) 48"X 42" & (2) 48" X 37", ONE SIZE OF EACH ON EITHER SIDE PER 4' SECTION.
  - 84" END CAPS TO HAVE 48"X 22" BASE DECKS, 84" UPRITES, 4) SHEETS OF PEGBOARD, (2) 48"X 42" & (2) 48" X 37", ONE SIZE OF EACH ON EITHER SIDE PER 4' SECTION, (2) BASE END TRIMS & (2) UPRITE END TRIMS.
  - 84" WALLCASE RUNS HAVE 25" DEEP BASE DECKS, (2) SHEETS OF PEGBOARD, (1) 48"X 42" & (1) 48"X 37" PER 4' SECTION.
  - 84" WIDESPAN WALL SECTIONS TO HAVE (2) UPRIGHTS, (10) CROSS BARS, AND (5) SHELFs.

**FIXTURE PLAN**

				BIG LOTS STORE 5601 US-10 STEVENS POINT, WI 54482																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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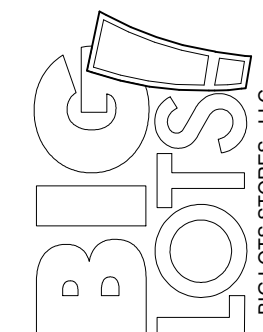


# SERVICE DESK

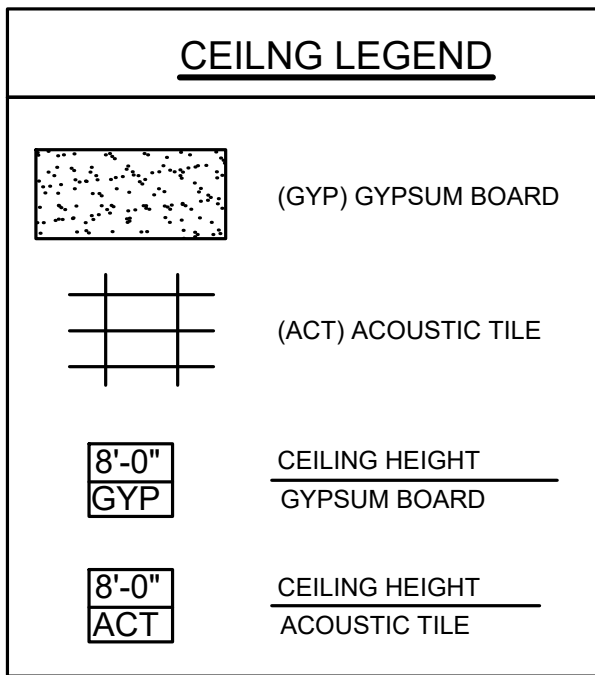
SCALE: 1/2"=1'-0"

BIG LOTS STORE  
5601 US-10  
STEVENS POINT, WI 54482

**BIG LOTS STORES, LLC.  
STORE PLANNING DEPT.  
4900 E. DUBLIN GRANVILLE RD  
COLUMBUS, OHIO 43081  
PHONE: (614) 278-6800**



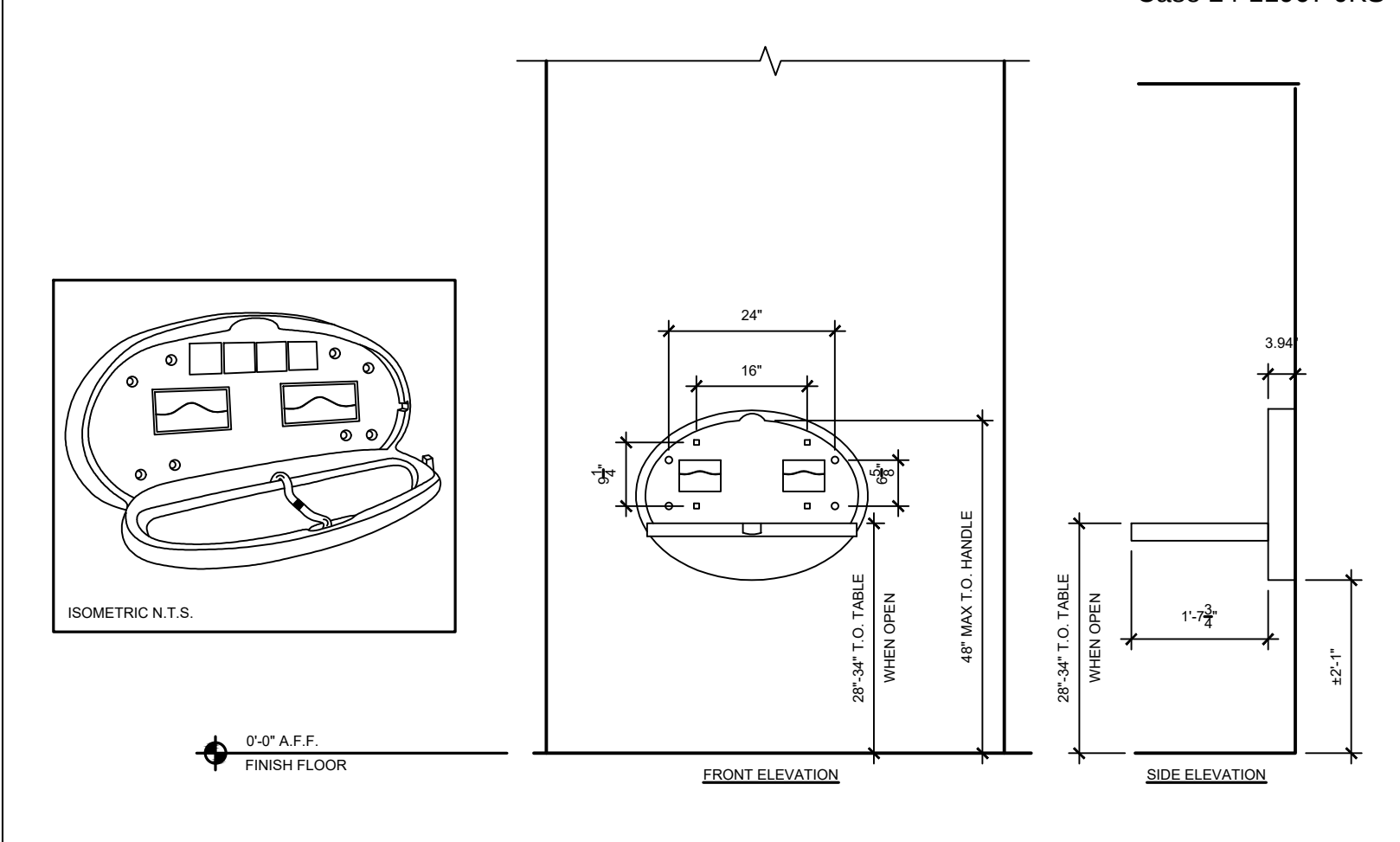
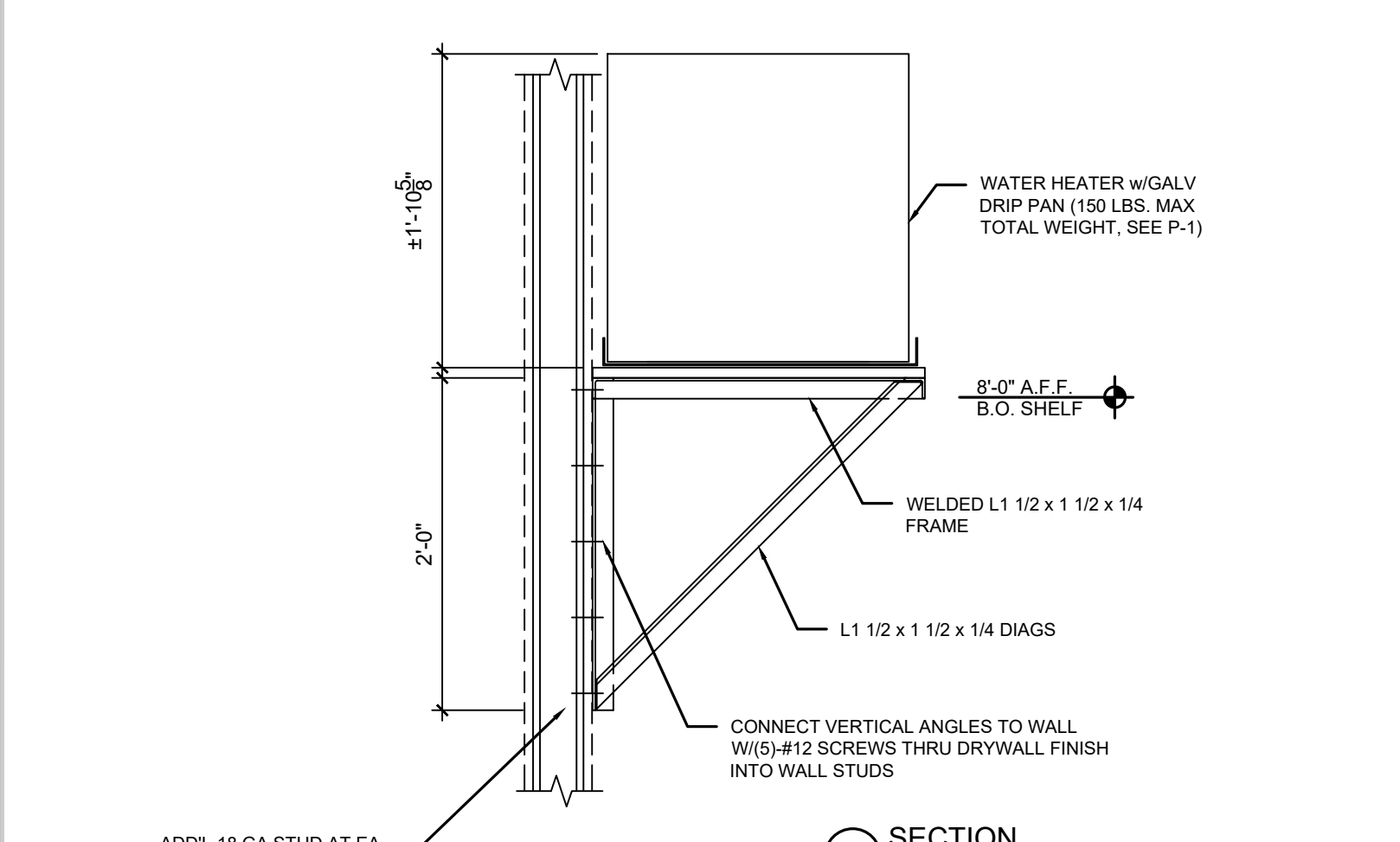




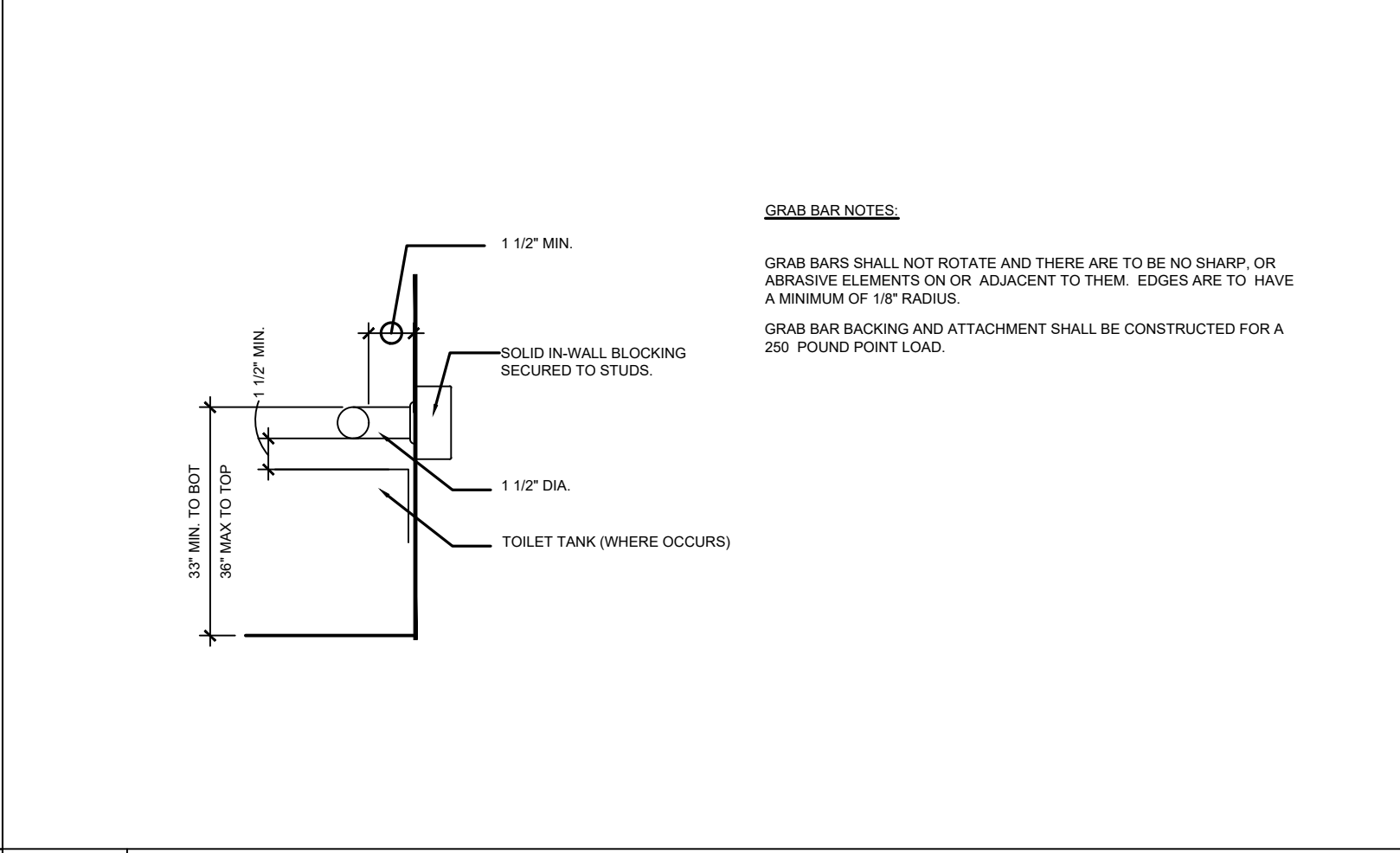
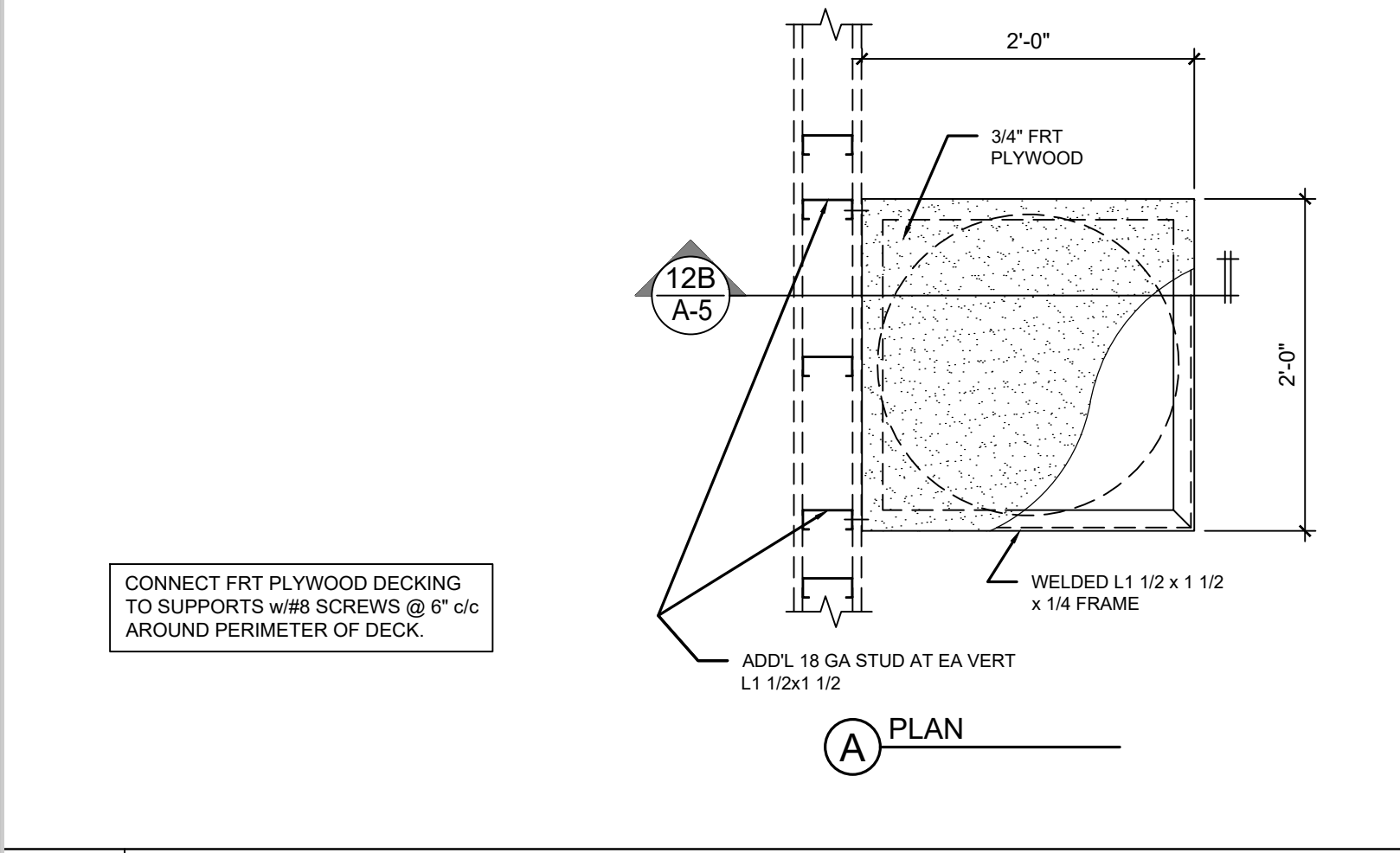
1. ELECTRICAL CONTRACTOR SHALL PROVIDE SHALLOW STRUT BETWEEN BAR JOIST THAT RUN THE SAME DIRECTION WITH THE LIGHTING
2. SALES AREA EXPOSED DECK, STRUCTURE, DUCTS, CONDUIT, ETC TO BE PAINTED P-12
4. REFER TO CEILING GRID INSTALLATION DETAIL 14/A-4 FOR NEW CEILING GRIDS.

## REFLECTED CEILING PLAN

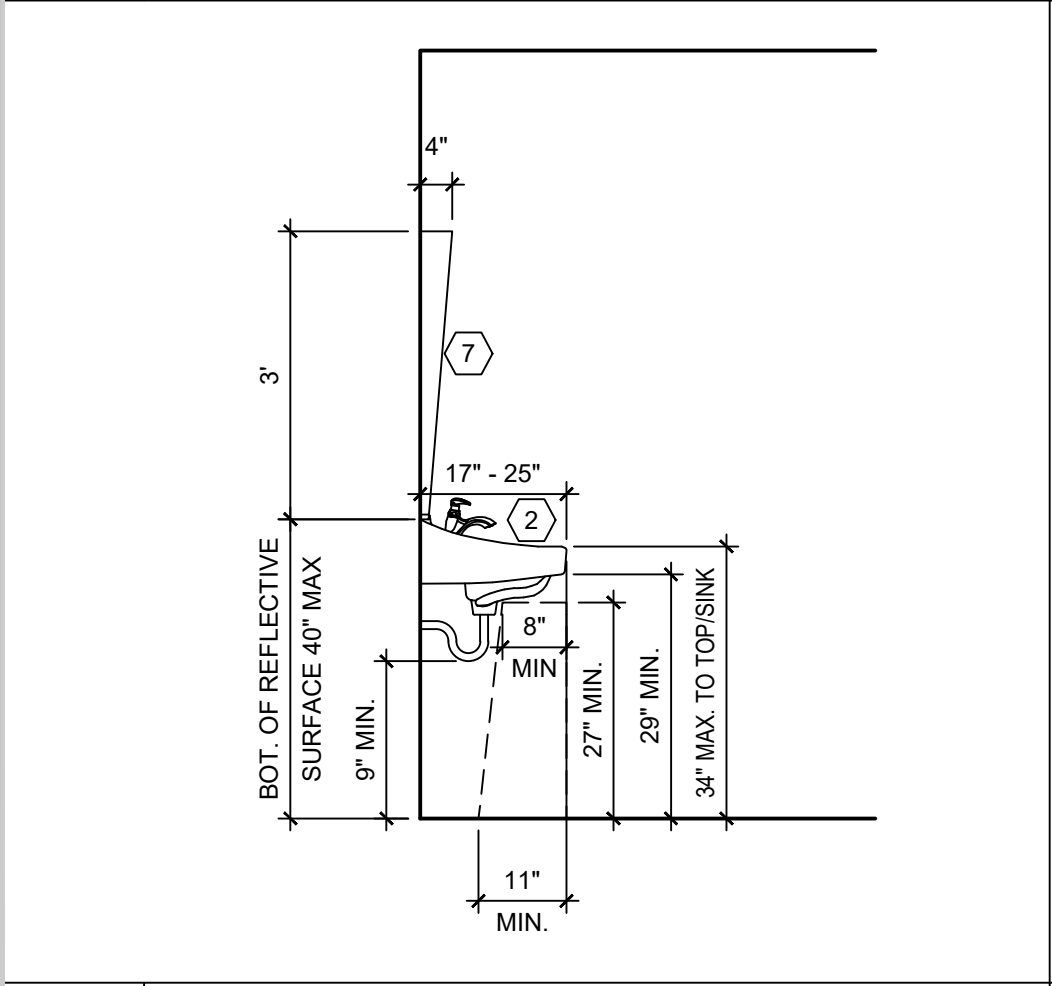
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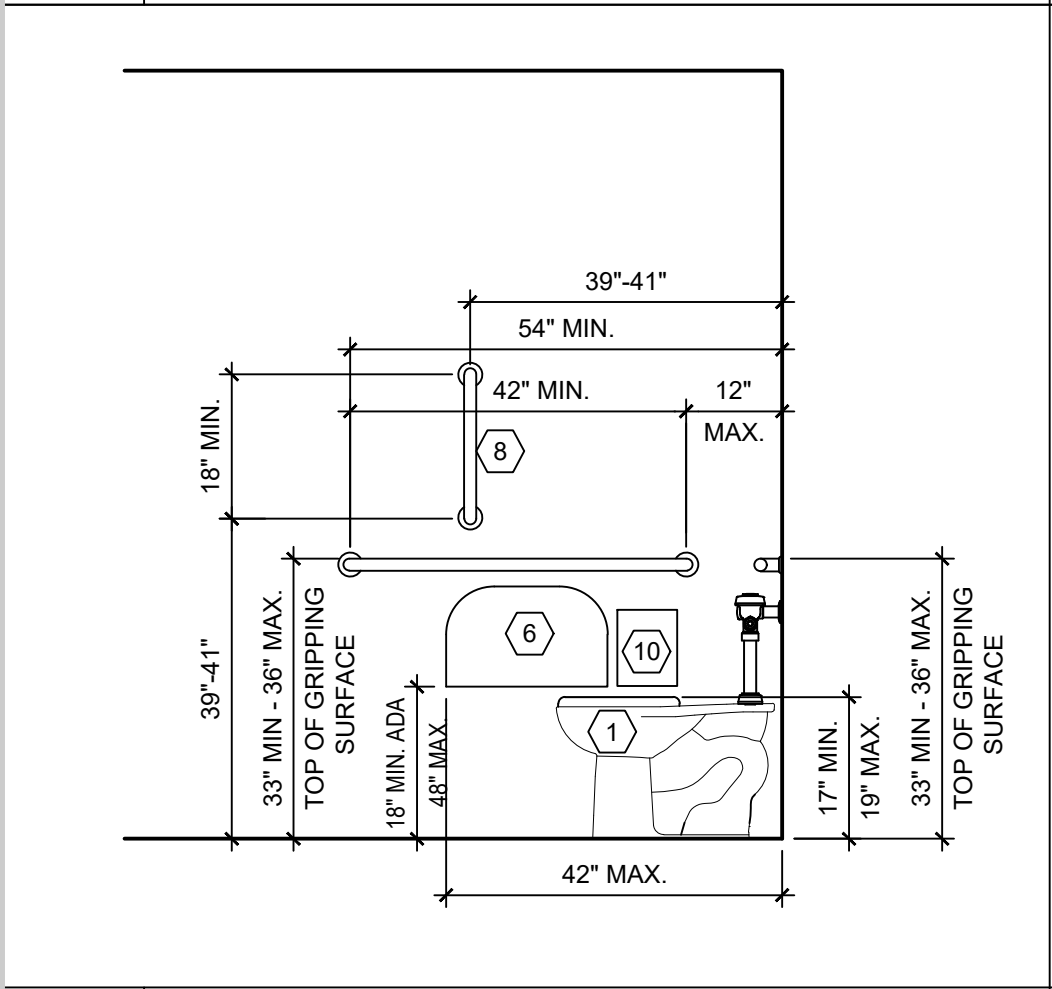
15 BABY CHANGING STATION DETAIL  
N.T.S.



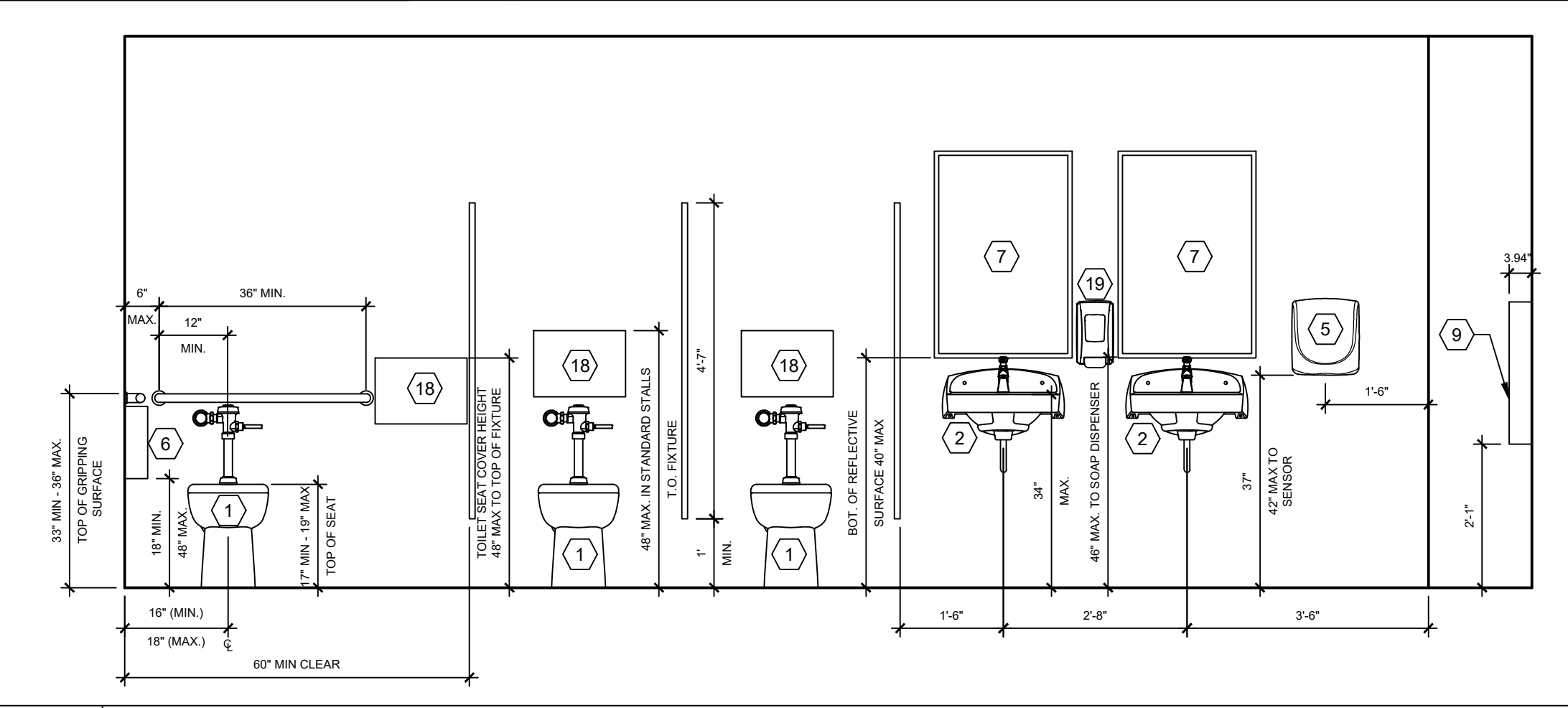
11 GRAB BAR DETAIL  
1/2" = 1'-0"



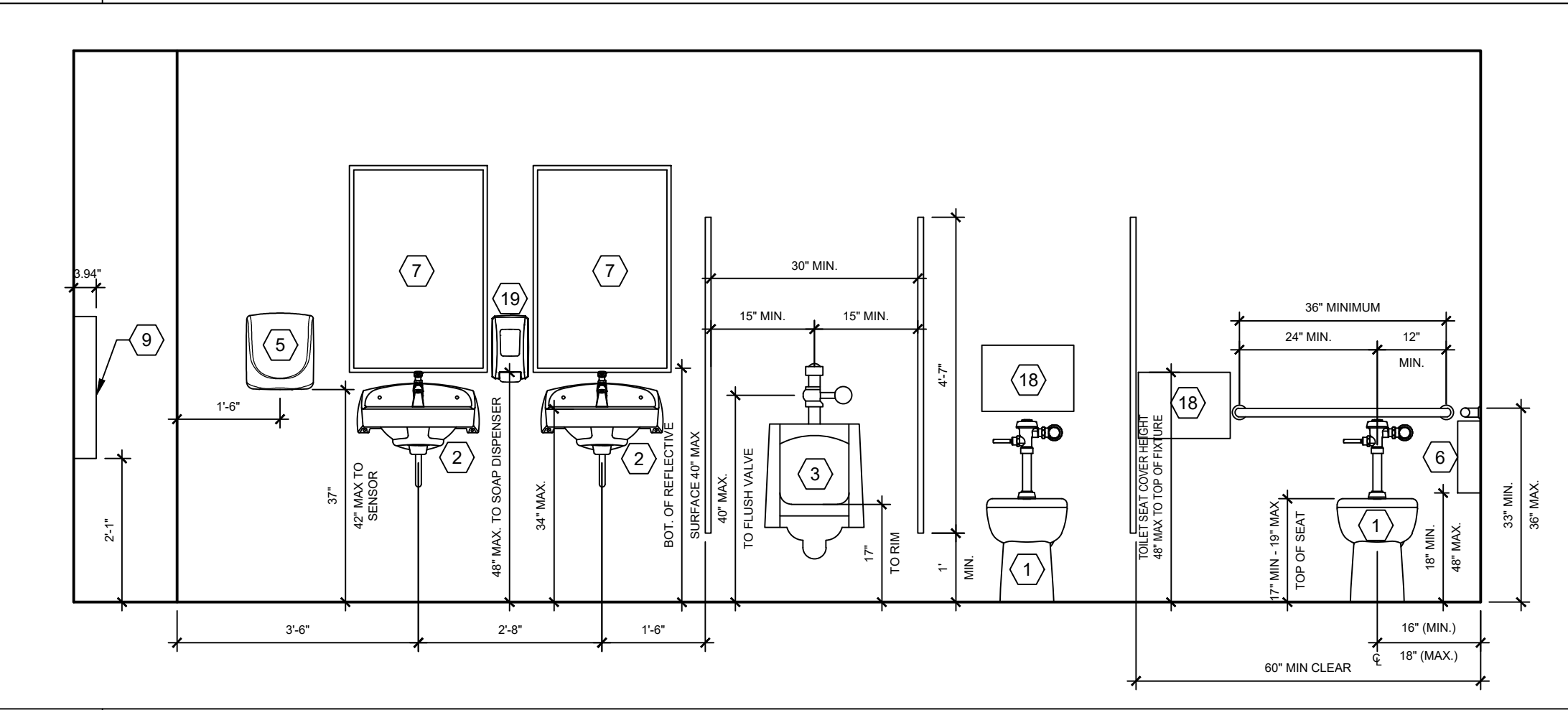
8 ACCESSIBLE TOILET ROOM ELEVATION  
1/2" = 1'-0"



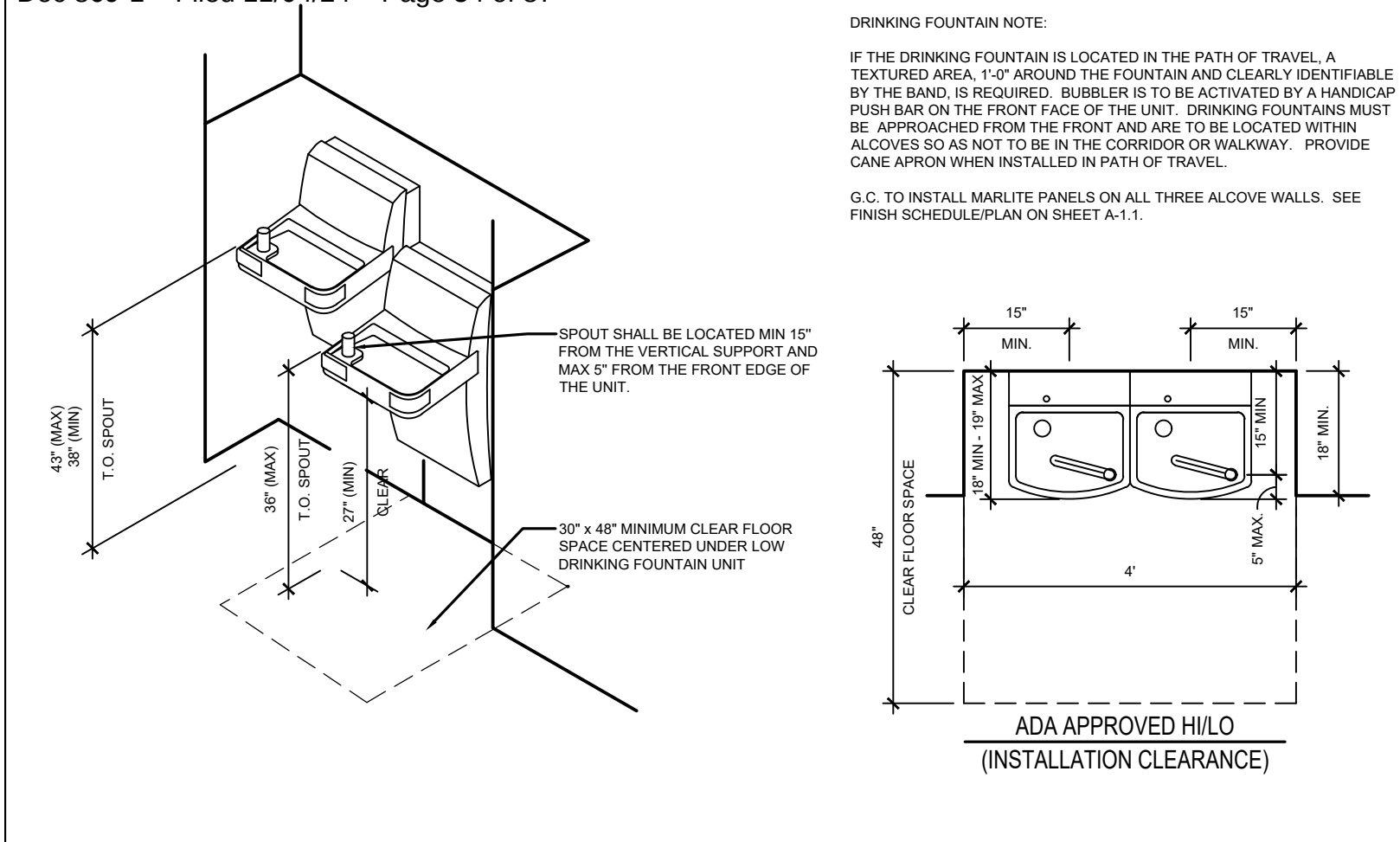
3 ACCESSIBLE TOILET ROOM ELEVATION  
1/2" = 1'-0"



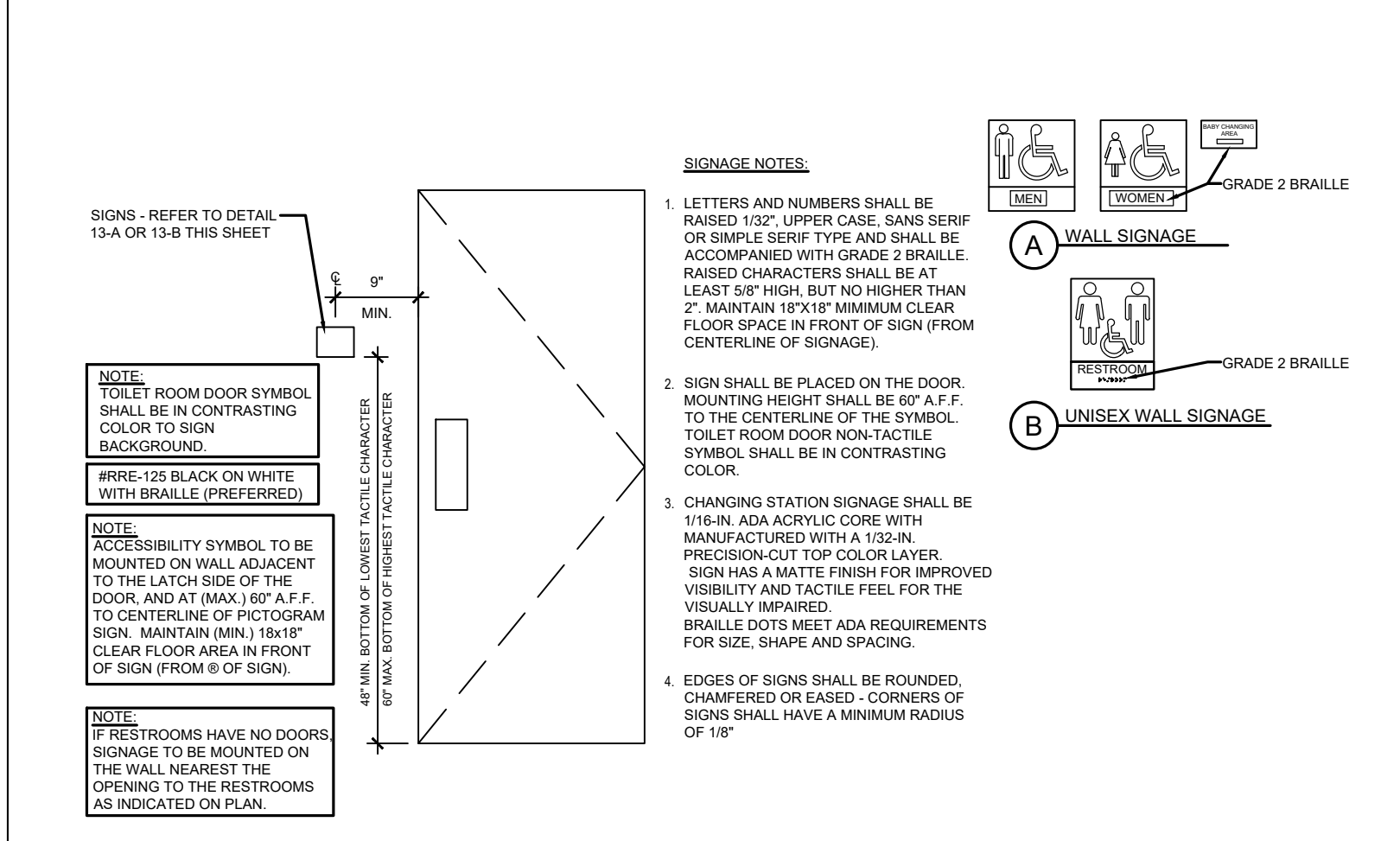
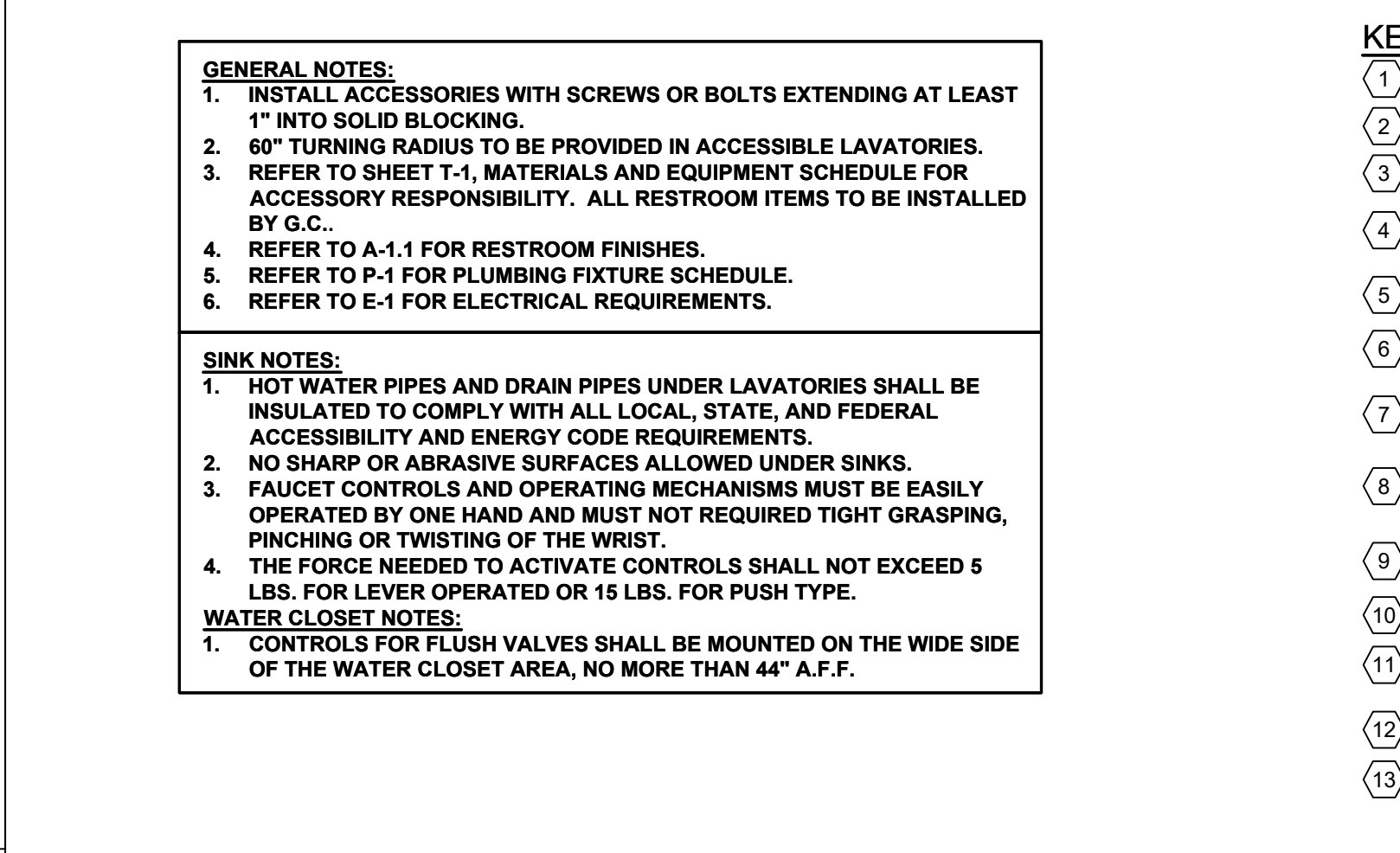
7 ACCESSIBLE TOILET ROOM ELEVATION  
1/2" = 1'-0"



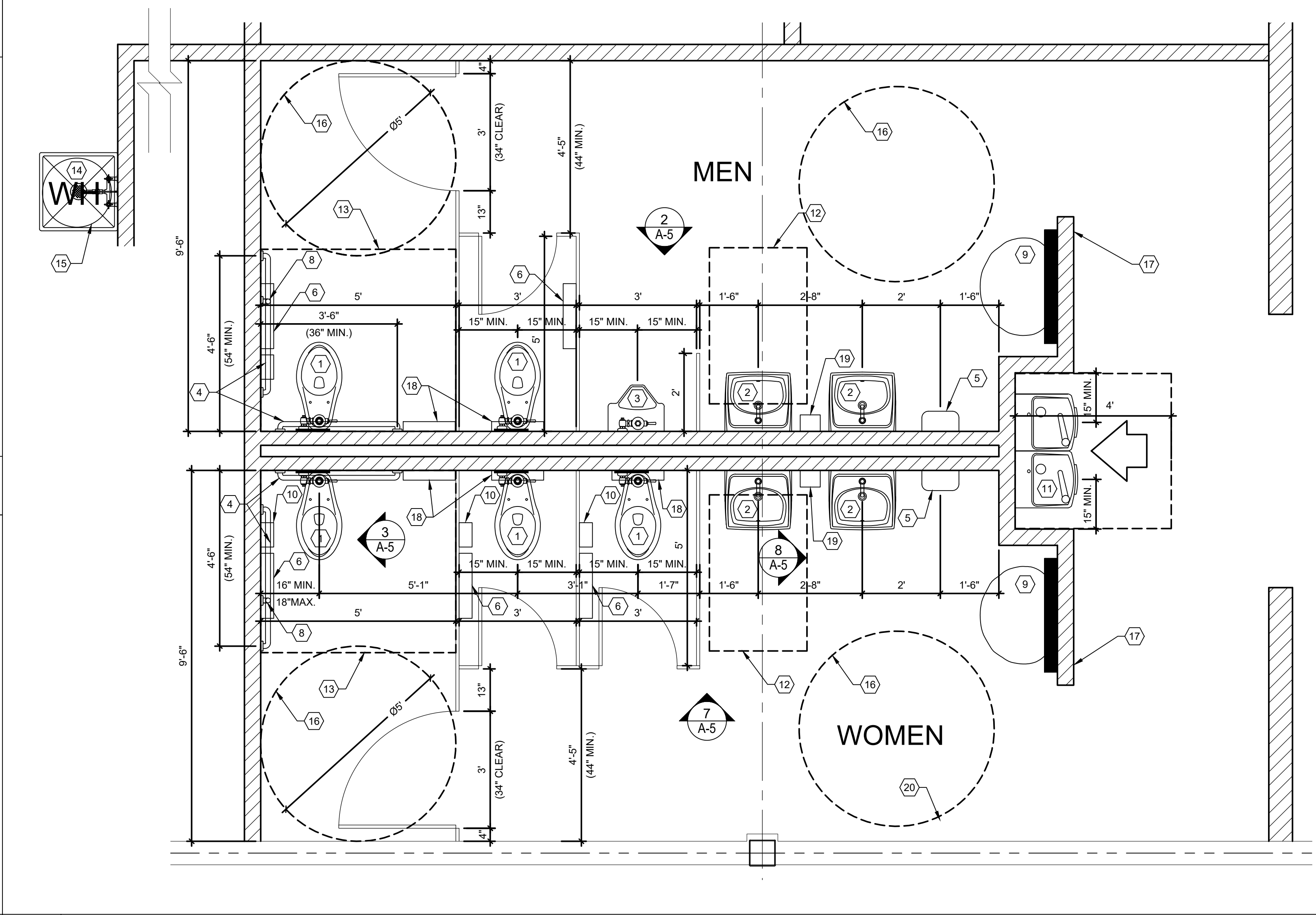
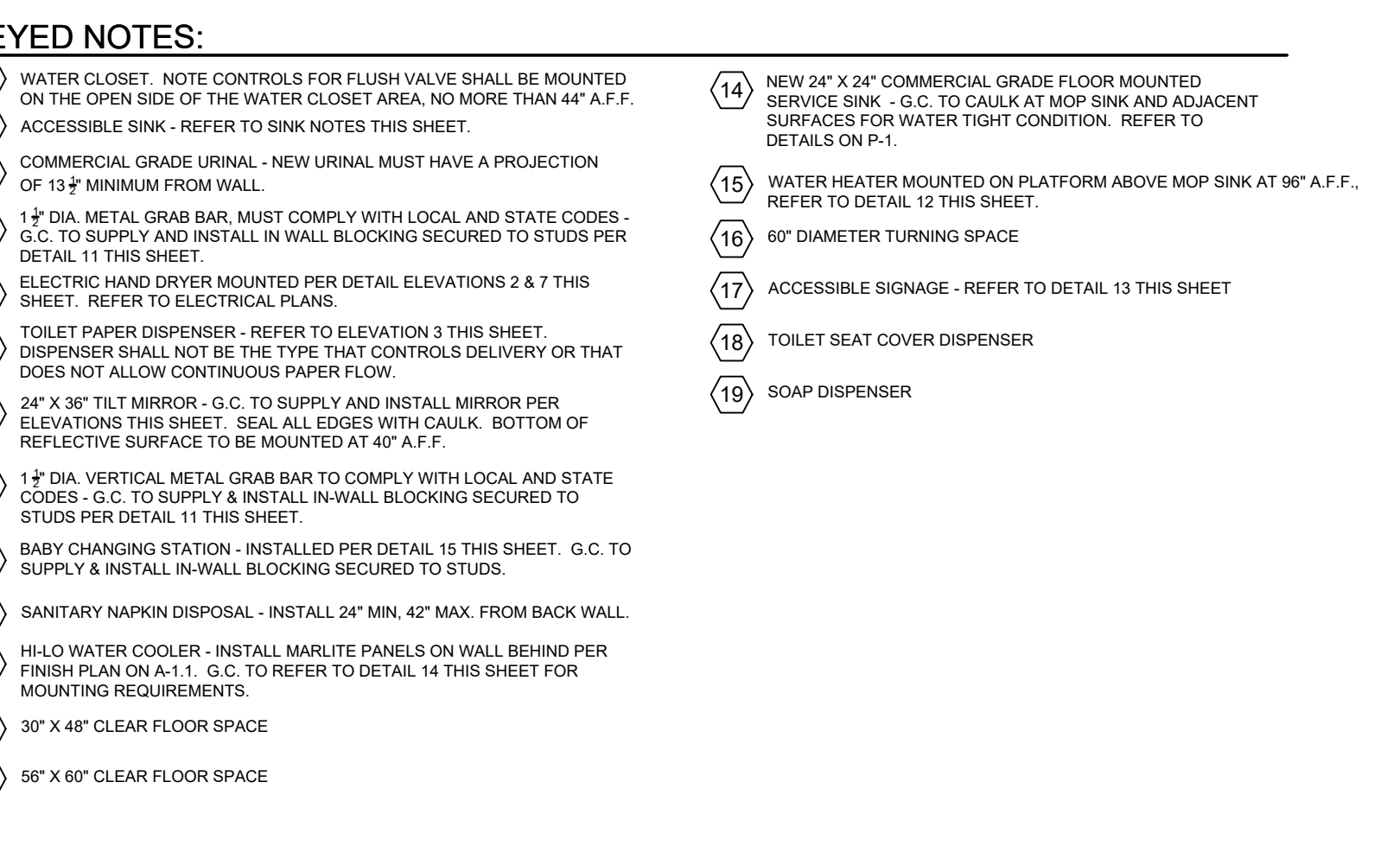
2 ACCESSIBLE TOILET ROOM ELEVATION  
1/2" = 1'-0"



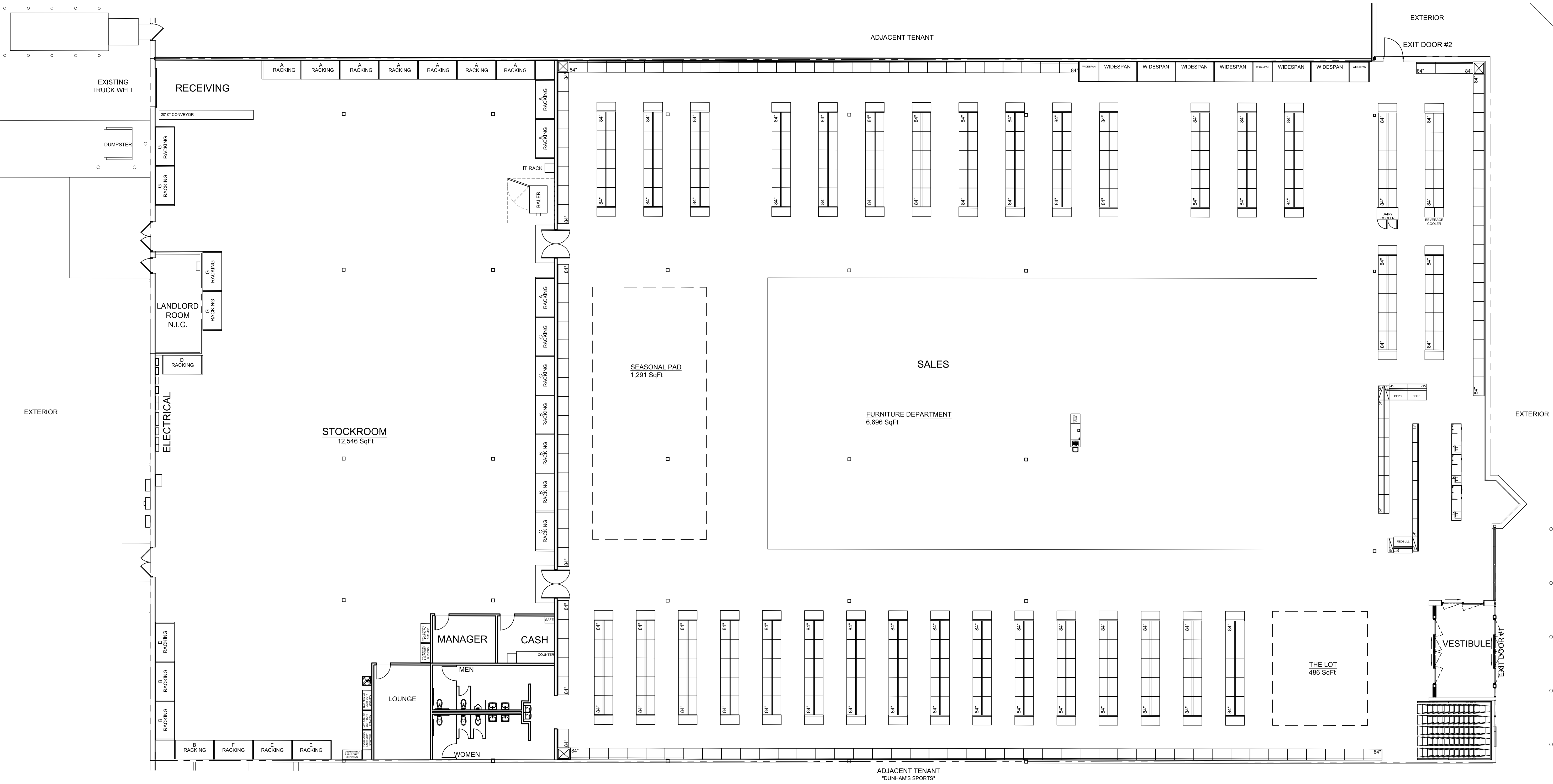
14 DRINKING FOUNTAIN DETAIL  
1/2" = 1'-0"



13 ACCESSIBLE SIGNAGE DETAIL  
N.T.S.



1 ACCESSIBLE RESTROOM PLAN  
1/2" = 1'-0"



## GENERAL NOTE:

CLASS A PLASTICS WILL BE STORED IN STOCKROOM AREA. PRODUCT NOT TO EXCEED 12' A.F.F.  
REFER TO SHEET FP-2 FOR ADDITIONAL FIRE PROTECTION REQUIREMENTS, NOTES & STOCKROOM RACKING ELEVATIONS

ON ALL BIG LOTS BUILD OUTS, GENERAL CONTRACTOR TO COMPLETE THE DESIGN OF THE FIRE ALARM DRAWINGS AND SUBMIT FOR PERMITTING AT THE BEGINNING OF THE JOB

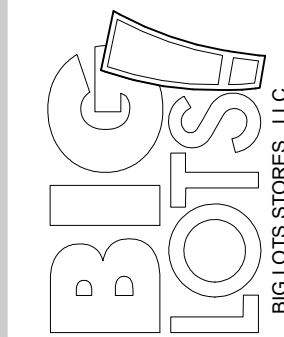
## FIRE PROTECTION PLAN

BIG LOTS STORES, LLC.  
STORE PLANNING DEPT.  
4900 E. DUBLIN GRANVILLE RD  
COLUMBUS, OHIO 43081  
PHONE: (614) 278-6800

DATE DRAWN:  
12/12/2022  
DRAWN BY:  
AC  
SCALE:  
3/32" = 1'-0"

SQUARE FOOTAGE  
Area  
SALES FLOOR  
28,810  
TOTAL BUILDING  
42,128

BIG LOTS STORE  
5601 US-10  
STEVENS POINT, WI 54482



SHEET:  
FP-1

Big Lots Fire Protection Requirements

FIRE ALARM SYSTEMS:

Big Lots requires that all Fire Alarms (FA) be installed per the Authority Having Jurisdiction for the area. If the AHJ does not require a FA for the space Big Lots will require that the flow and tamper switches from the sprinkler system serving the space be monitored.

Big Lots (BL) uses Consolidated Fire Protection (CFP) to monitor all FA's installed in all stores. Following the installation of the FA by the LL or GC, CFP will take over the monitoring. No third party monitoring will be needed. CFP needs to monitor any FA system directly from a cellular communication if permitted by AHJ. If the AHJ insists on phone lines, two dedicated phone lines may be used. Depending on the needs of the GC to pass C of O inspections the GC may install these lines and transfer them to BL following the inspections. If the FA has been installed by a third party the LL or GC should be prepared to supply CFP with all necessary programming information including zones, passwords, etc. The GC and FA installers should be prepared for direct contact by a CFP representative to facilitate scheduling for the reprogramming of the FA panel.

LL or GC must provide Big Lots with answers to the following questions following the execution of the lease:

- Does the GC intend to install a FA exclusive to our space or is it going to be integrated into a larger LL system? If the FA is exclusive to Big Lots please see notes below.
- If the FA is part of a larger LL system please provide information regarding monitoring company and contact numbers to add Big Lots store associates to the call list.

LL or GC must provide Big Lots with the following information after the FA installer has been selected:

- Site drawings in CAD format of the proposed FA
- Any plan review notes regarding FA installation as required by the AHJ.
- Contact information for the installing FA company
- FA installer specifications such as panel type, devices, etc.
- Inspection forms, record of completion, and as-builts left at the panel location in a binder per NFPA standards.

The GC or LL can obtain FA installation quotes from CFP, if desired.

CFP request for non-proprietary panels to be installed (Firelite or Silent Knight) to avoid proprietary systems.

Big Lots requires that the fire alarm company install a fire alarm system that has cellular communication capabilities. Fire Alarm Contractor is responsible for providing and installing cellular dialers. Below is a list of compatible cellular dialers to be installed.

Telular Telguard (Any signal format):

- TG-7FS LTE MODEL# TG7LAF01/TG7LAF02 (AT&T LTE &/OR POTS)
- TG-7FS LTE MODEL# TG7LVF01/TG7LVF02 (VERIZON LTE &/OR POTS)
- Honeywell Alarmnet (Contact ID only):
  - HWF2V-COM (VERIZON LTE &/OR IP)
  - HWF2A-COM (AT&T LTE &/OR IP)
  - LTE-CFI (VERIZON LTE &/OR IP FOR VISTA FIRE ALARM CONTROL PANELS)
  - LTE-CFA (AT&T LTE &/OR IP FOR VISTA FIRE ALARM CONTROL PANELS)

DSC Connect 24 (Contact ID or SIA signal formats):

- LE4010CF(AT&T LTE)

Fire alarm company should contact CFP during the design phase to ensure all equipment is compatible and then notify CFP two weeks prior to date of requested conversion.

All communications formats for monitoring are to be in Contact ID.

Permitting and Inspections - Please communicate all ongoing FA permitting issues , timelines, installation deadlines, and completion dates with Adam Estep and Johnda Townsend.

The GC will be responsible for contacting Big Lots to transfer phone lines following the installation of the FA.

Big Lots contacts:

Johnda Townsend - Assets Protection - Ph: 614-278-7183 - Email: jtownsen@biglots.com  
Adam Estep - Assets Protection - Ph: 614-278-6958 - Email: aestep@biglots.com  
Brian Young - IT - Ph: 614-278-2027 - Email: byoung1@biglots.com

Consolidated Fire Protection contact:

A Big Lots representative at Consolidated Fire Protection can be reached at Ph: 949-727-3277 or via email: biglots@cdfire.com.

FIRE SUPPRESSION SYSTEM:

Big Lots requires that all Fire Suppression Systems be installed or altered per the Authority Having Jurisdiction for the area and be adequate for Big Lots intended use.

Big Lots is a retailer that sells a broad range of commodities to include the following:

- Food
- Health and Beauty
- Household cleaners
- Paper towels / tissue
- Small appliances
- Dishes / Cookware
- Bedding
- Textiles
- Mattresses / Foundations
- Upholstered furniture
- Boxed - Ready to assemble furniture
- Home decor
- Pet supplies
- Baby products
- Seasonal products to include: Seasonal decor, Lawn and Garden accessories, Outdoor furniture, etc.

All stored product in stockroom will be in open floor areas and within 10' high racking systems with stored merchandise not to exceed 12' A.F.F.

Class A plastics will be stored in open floor areas and within 10' high racking systems. Product not to exceed 2' below acoustic ceiling tile or light fixture height, whichever is less.

All product on sales floor will be displayed within open floor areas and on trade fixtures. Product will not exceed 2' below acoustic ceiling tile or light fixture height, whichever is less.

All suppression systems will be required to be inspected and certified by a licensed contractor or system designer. Certification to be provided to Big Lots upon completion.

Flow and tamper switches to be connected to Fire Alarm system or Big Lots security system.

PORTABLE FIRE EXTINGUISHERS:

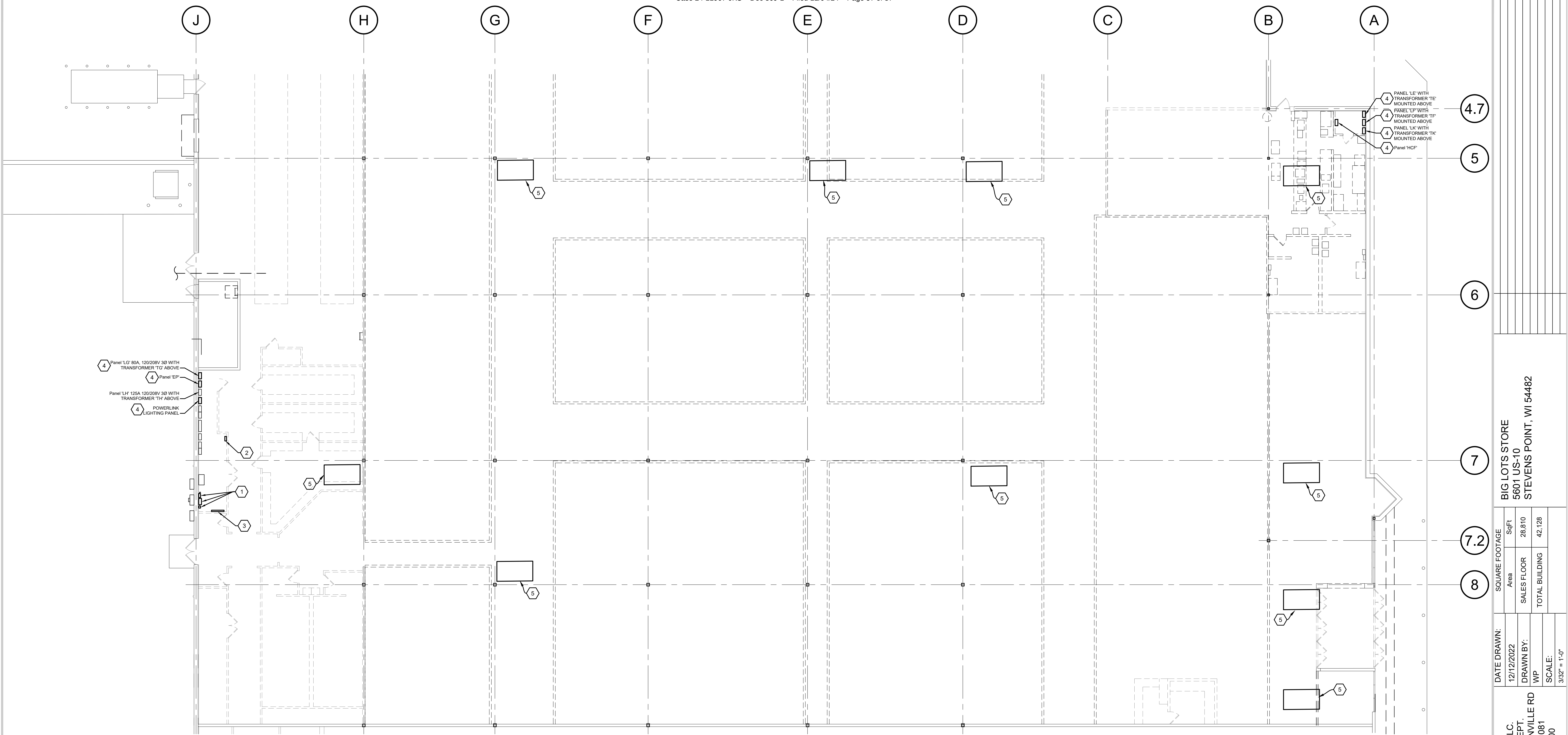
Big Lots requires that all Fire Extinguishers be installed per the Authority Having Jurisdiction for the area.

GENERAL NOTE:

ON ALL BIG LOTS BUILD-OUTS, GENERAL CONTRACTOR TO COMPLETE THE DESIGN OF THE FIRE ALARM DRAWINGS AND SUBMIT FOR PERMITTING AT THE BEGINNING OF THE JOB.

GENERAL NOTE:

CLASS A PLASTICS WILL BE STORED IN STOCKROOM AREA. PRODUCT NOT TO EXCEED 12' A.F.F.



## ELECTRICAL DEMOLITION NOTES

REMOVE ALL EXISTING ELECTRICAL EQUIPMENT NOT BEING REUSED. THIS INCLUDES RECEPTACLES, LIGHT SWITCHES, PANELS, DISCONNECT SWITCHES, TRANSFORMERS, ETC. WIRE AND CONDUIT BACK TO ITS SOURCE.

REMOVE THE EXISTING LIGHTING FIXTURES IN THE SPACE (UNLESS NOTED OTHERWISE), INCLUDING WIRE AND CONDUIT BACK TO ITS SOURCE. THIS INCLUDES EXISTING EMERGENCY EGRESS LIGHTING (NEW EMERGENCY EGRESS LIGHTING WILL BE PROVIDED IN NEW WORK SCOPE)

REMOVE ALL EXISTING POWER AND DATA OUTLETS THROUGHOUT THE SPACE INCLUDING WIRE AND CONDUIT BACK TO SOURCE.

REMOVE ALL EXISTING ROOF TOP MECHANICAL EQUIPMENT, INCLUDING WIRE AND CONDUIT BACK TO SOURCE. SEE MECHANICAL DEMOLITION PLAN SHEET M-3 FOR EQUIPMENT TO BE REMOVED ON ROOF.

ELECTRICAL CONTRACTOR SHALL VERIFY NO EXTERIOR LIGHTING CIRCUITS ARE FEED FROM PANELS BEING REMOVED PRIOR TO REMOVING PANELS

### DEMO CODED NOTES:

1. LANDLORD TO RELOCATE EXISTING 200A, 277/480V HOUSE PANEL, LIGHTING CONTROLS AND DISCONNECT SWITCH TO OUTSIDE OF BIG LOTS' DEMISED PREMISES.
2. EXISTING FIRE ALARM CONTROL PANEL, E.C. SHALL CONFIRM CONDITION AND RELOCATE OR REPLACE IF NEEDED.
3. EXISTING PHONEBOARD TO BE REMOVED.
4. EXISTING ELECTRIC PANEL AND ASSOCIATED TRANSFORMER (IF APPLICABLE) TO BE REMOVED.
5. EXISTING ROOFTOP UNIT TO BE REMOVED BY LANDLORD. LANDLORD ELECTRICAL CONTRACTOR TO REMOVE ALL CONDUITS AND CONDUCTORS BACK TO SOURCE. DO NOT ABANDON.

ELECTRICAL CONTRACTOR SHALL INCLUDE THE COST IN THEIR BID TO INSPECT AND CLEAN EXISTING ELECTRICAL SERVICE EQUIPMENT.  
TORK DOWN ALL LUGS AND ENSURE EQUIPMENT IS IN GOOD WORKING CONDITION.

### DEMOLITION LEGEND

- EXISTING WALL
- ITEM TO DEMOLISH

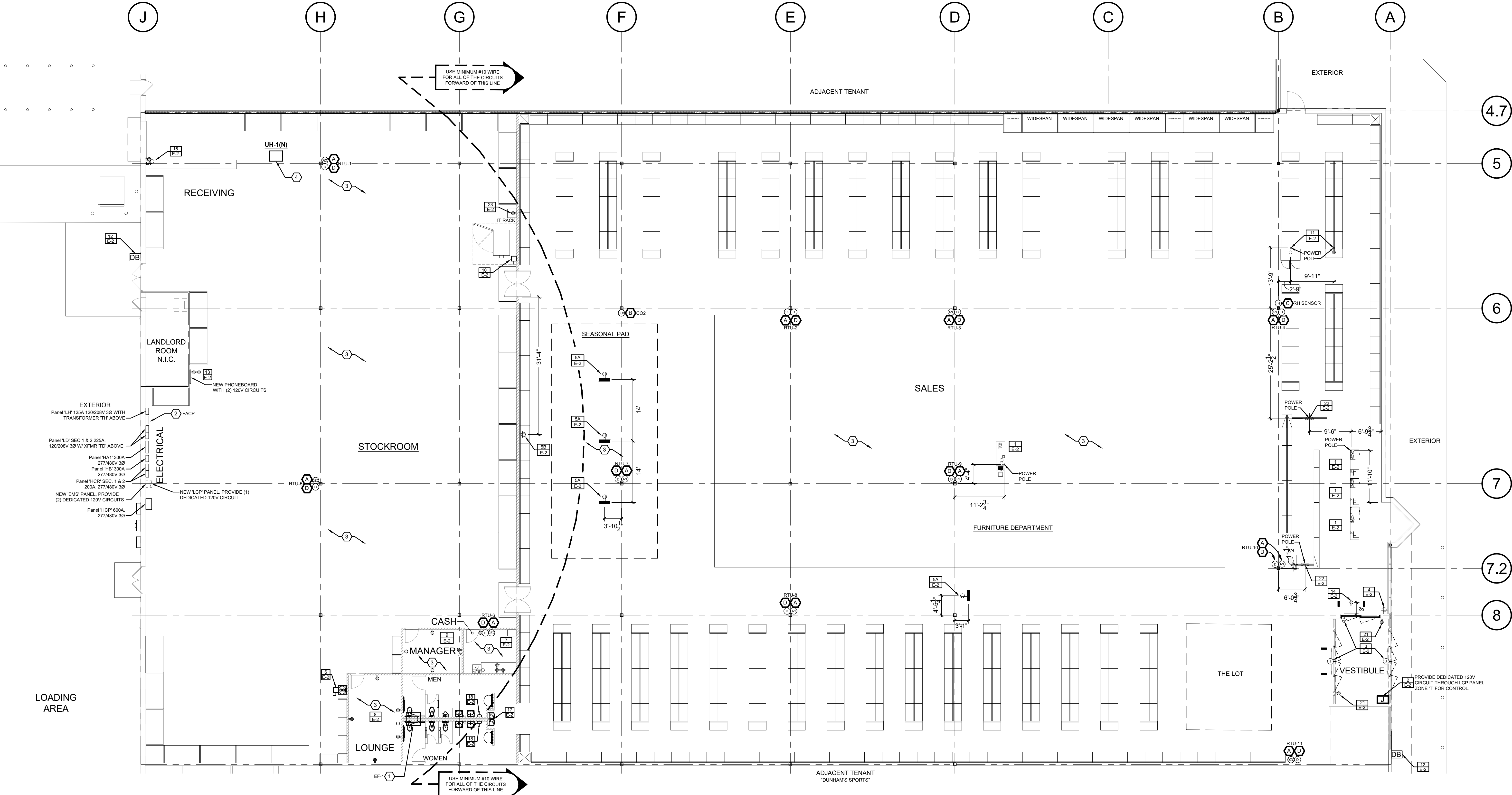
### NOTE TO CONTRACTOR:

BEFORE REMOVING PANELS, ELECTRICAL CONTRACTOR SHALL VERIFY THE PANEL BEING REMOVED DOES NOT FEED ANY LIGHTING, RECEPTACLES, EQUIPMENT, OR LOADS THAT ARE REQUIRED TO REMAIN. IF ANY CIRCUIT IS IN ANY QUESTIONS, PLEASE CONTACT:  
ROB HILLIS TELEPHONE # (614) 278-6735

CONTRACTOR TO CONFIRM THERE ARE NO EXTERIOR LIGHTING IN DEMOLISHED PANELS/ CONTACT BIG LOTS IF CIRCUITS ARE LOCATED AND NOT LISTED IN DRAWINGS.

DEMOLISH EXISTING FEEDERS, CONDUIT AND WIRING BACK TO SOURCE. DO NOT ABANDON.





- 7 ELECTRICAL CODED NOTES**
1. EXHAUST FAN TO BE CIRCUITED AND CONTROLLED WITH RESTROOM LIGHTING AS SHOWN IN THE RESTROOM LIGHTING CONTROL DETAIL ON SHEET E-5.
  2. FIRE ALARM CONTROL PANEL. CONFIRM IF EXISTING FIRE ALARM CONTROL PANEL IS IN GOOD WORKING CONDITION, SIZED CORRECTLY, HAS CELLULAR CAPABILITIES, AND IS NON-PROPRIETARY. RE-USE AND RELOCATE EXISTING PANEL IF ALL CRITERIA ARE MET, OTHERWISE PROVIDE NEW PANEL.
  3. ELECTRICAL CONTRACTOR TO SUBMIT DRAWINGS FOR PERMITTED FIRE ALARM SYSTEM AND DETERMINE WHICH EXISTING FIRE ALARM DEVICES, IF ANY, CAN BE RE-USED OR RELOCATED AND RECONNECTED TO THE NEW FIRE ALARM SYSTEM. FIELD DETERMINE QUANTITY AND LOCATION OF DEVICES TO ACHIEVE PROPER COVERAGE OF ALL AREAS WITH VISUAL/AUDIBLE DEVICES
  4. NEW UNIT HEATER, RUN (2) #12 CU & (1) #12 CU GRD. FROM INTEGRAL DISCONNECT SWITCH TO 20-AMP BREAKER WITHIN PANELBOARD. MAKE ALL FINAL CONNECTIONS.

- 7 SENSOR CODED NOTES**
- A. NEW DZC TEMPERATURE SENSOR TO BE MOUNTED AT 66" A.F.F. REFER TO SHEET E-4 FOR MORE INFORMATION.
  - B. CO2 SENSOR MOUNT AT 72" A.F.F. REFER TO SHEET E-4 FOR MORE INFORMATION.
  - C. ROOM HUMIDITY SENSOR TO BE MOUNTED AT 72" A.F.F. REFER TO SHEET E-4 FOR MORE INFORMATION.
  - D. RESET SWITCH TO BE MOUNTED AT 44" A.F.F. ELECTRICAL CONTRACTOR TO PROVIDE RACEWAY AND BACKBOX. REFER TO SHEET E-4 FOR MORE INFORMATION

ELECTRICAL CONTRACTOR TO READ EVERY GENERAL AND CODED NOTE BEFORE STARTING CONSTRUCTION. CONTACT ROB HILLIS WITH ANY QUESTIONS.

**NOTE TO CONTRACTOR:**  
**BEFORE REMOVING PANELS OR ELECTRICAL CIRCUITS FROM EXISTING PANELS, THE ELECTRICAL CONTRACTOR SHALL CONFIRM THERE AREN'T ANY LIGHTING, RECEPTACLES, EQUIPMENT, OR LOADS THAT ARE REQUIRED TO REMAIN WITH THE BUILDING. IF ANY CIRCUITS ARE IN QUESTION, PLEASE CONTACT: ROB HILLIS TELEPHONE # (614) 278-6735**

LEGEND	
	NEW WALL
	EXISTING WALL
	DETAIL/NOTE SHEET NUMBER

**ELECTRICAL LEGEND**

- COMMON GROUND CONVENIENCE DUPLEX RECEPTACLE TO BE NEMA 5-20R (HUBBLE MODEL #HBL5352)
- COMMON GROUND CONVENIENCE DOUBLE DUPLEX RECEPTACLE TO BE NEMA(2)-(5-20R (HUBBLE MODEL #HBL5352))
- DEDICATED GROUND TWIST LOCK DUPLEX RECEPTACLE TO BE NEMA L5-15R HUBBELL IG4710
- J BOX FOR SIGN
- TELECOM. ROUGH-IN
- POS - CAT-5 ROUGH-IN
- EMS - CAT-5 ROUGH-IN
- DOORBELL
- DISCONNECT SWITCH
- CORD REEL (SEE NOTE #5 SHEET E-2)
- ELECTRIC PANEL
- EAS EQUIPMENT

**ELECTRICAL GENERAL NOTES:**

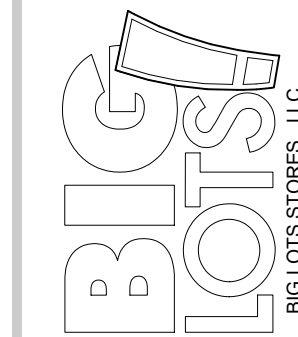
- SHARED NEUTRALS ARE NOT PERMITTED.
- ELECTRICAL CONTRACTOR TO COORDINATE LOCATION OF JUNCTION BOX FOR STORE SIGNS WITH SIGN VENDOR PRIOR TO ROUGH-IN.
- ELECTRICAL CONTRACTOR SHALL INCLUDE THE COST IN THEIR BID TO PROVIDE NEW TYPE WRITTEN PANEL SCHEDULES. ELECTRICAL SHALL TRACE DOWN ALL UNKNOWN LOADS AND RECORD INFORMATION ON PANEL SCHEDULES AND AS BUILT DRAWINGS.
- ELECTRICAL CONTRACTOR TO PROVIDE ELECTRIC METER NUMBER AT THE BEGINNING OF THE PROJECT TO BIG LOTS.
- NOTE TO CONTRACTOR: ANY / ALL EXISTING ELECTRICAL EQUIPMENT, CONDUIT, OR WIRE BEING REUSED SHALL BE CLEANED AND BROUGHT UP TO CODE OR REPLACED AS REQUIRED. ANY EXISTING CIRCUIT CONDUIT OR WIRE THAT IS TO BE RE-USED AND INTERFERES WITH NEW CONSTRUCTION SHALL BE REMOVED AND REPLACED OR MODIFIED / RE-ROUTED TO AVOID ANY CONFLICT WITH NEW CONSTRUCTION.
- REMOVE ANY/ALL CONDUITS STUBBED UP THROUGH FLOOR NOT BEING REUSED. CUT BELOW SLAB AND PLUG FOR SMOOTH APPEARANCE. (TYPICAL FOR ENTIRE SPACE).
- ELECTRICAL CONTRACTOR SHALL INCLUDE THE COST IN HIS BID TO INSPECT AND CLEAN EXISTING ELECTRICAL SERVICE EQUIPMENT. TORQUE DOWN ALL LUGS AND ENSURE EQUIPMENT IS IN GOOD WORKING CONDITION.
- ELECTRICAL CONTRACTOR SHALL NOT DEVIATE FROM PLANS FOR ALL EXISTING ELECTRICAL CIRCUITING.
- LCP (LIGHTING CONTROL PANEL) AND SLP (SCREAM LOGIC PANEL) ARE PROVIDED BY SIEMENS AND INSTALLED BY ELECTRICAL CONTRACTOR. ELECTRICAL CONTRACTOR SHALL PROVIDE 1" CONDUIT FROM LCP TO SLP.
- REFER TO M-1 FOR DZC, CO2, AND RH SENSOR MOUNT LOCATIONS.
- ALL ELECTRICAL HOME RUNS AND BRANCH CIRCUIT(S) TO BE RAN IN CONDUIT. MINIMUM SIZE 3/4" CONDUIT. NO FLEXIBLE METAL CONDUITS LONGER THAN 6'-0" ARE PERMITTED. ELECTRICAL CONTRACTOR SHALL INSTALL CIRCUITS AS SHOWN ON THE PLANS.
- ANY CIRCUIT RUN LONGER THAN 100' TO BE UP-SIZED TO MINIMUM OF #10 WIRE.
- ELECTRICAL CONTRACTOR TO FURNISH AND INSTALL JUNCTION BOX AND CONDUIT (WITH PULL STRING) FOR ALL DZC (DIGITAL ZONE CONTROLLERS), RH (RELATIVE HUMIDITY SENSORS) AND CO2 (CARBON DIOXIDE SENSORS). E.C. SHALL FURNISH AND INSTALL CONTROL WIRE AND MAKE FINAL CONNECTION. COORDINATE MOUNTING LOCATIONS AND HEIGHT WITH MECHANICAL CONTRACTOR PRIOR TO ROUGH-IN. ELECTRICAL CONTRACTOR TO REFER TO SHEET E-3 AND E-4 FOR ADDITIONAL WORK TO BE INCLUDED IN THEIR BID.
- PROVIDE ALL MATERIAL, EQUIPMENT, AND PERFORM ALL LABOR AS REQUIRED TO INSTALL NEW AND COMPLETE ELECTRICAL SYSTEM AS INDICATED ON DRAWINGS AND SPECIFICATIONS AND AS REQUIRED BY CODE.
- ELECTRICAL CONTRACTOR TO COORDINATE LOCATION OF JUNCTION BOX FOR STORE BUILDING SIGNS WITH VENDOR PRIOR TO ROUGH-IN.
- ELECTRICAL CONTRACTOR TO PROVIDE AND INSTALL BOX AND RACEWAY FOR TEST KEY SWITCH.
- BEFORE REMOVING PANELS OR ELECTRICAL CIRCUITS FROM EXISTING PANELS, THE ELECTRICAL CONTRACTOR SHALL CONFIRM THERE ARE NOT ANY LIGHTING, RECEPTACLES, EQUIPMENT, OR LOADS THAT ARE REQUIRED TO REMAIN WITH THE BUILDING. IF ANY CIRCUITS ARE IN QUESTION PLEASE CONTACT ROB HILLIS (614-278-6735).
- CHECK CABLE RUN DISTANCE. NOT TO EXCEED 300'-0".

**ELECTRIC PLAN**

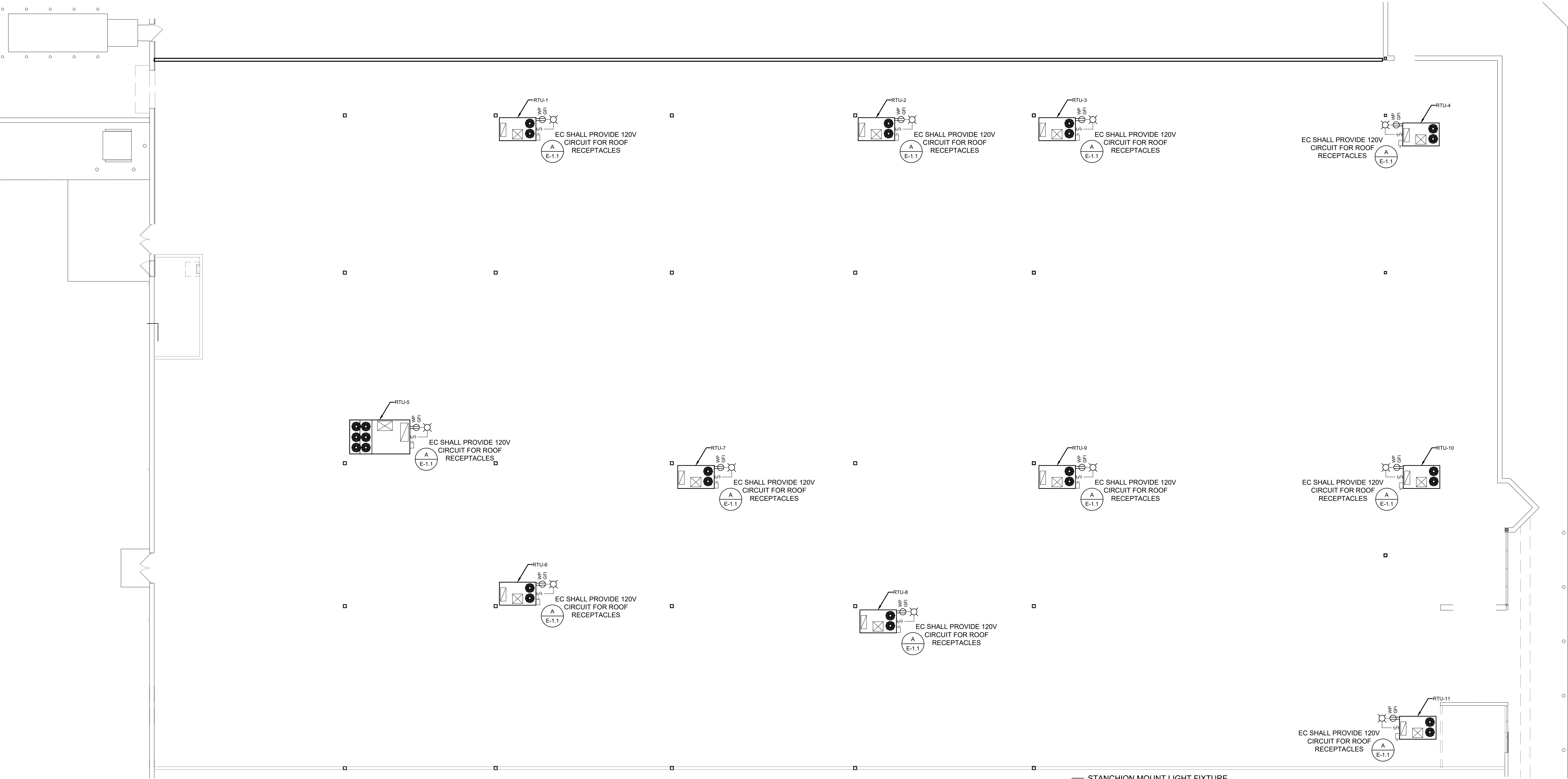
BIG LOTS STORE  
5601 US-10  
STEVENS POINT, WI 54482

DATE DRAWN:		SQUARE FOOTAGE	
12/12/2022		Area	SqFt
DRAWN BY:		SALES FLOOR	28,810
WP		TOTAL BUILDING	42,128
SCALE:			
3/32" = 1'-0"			

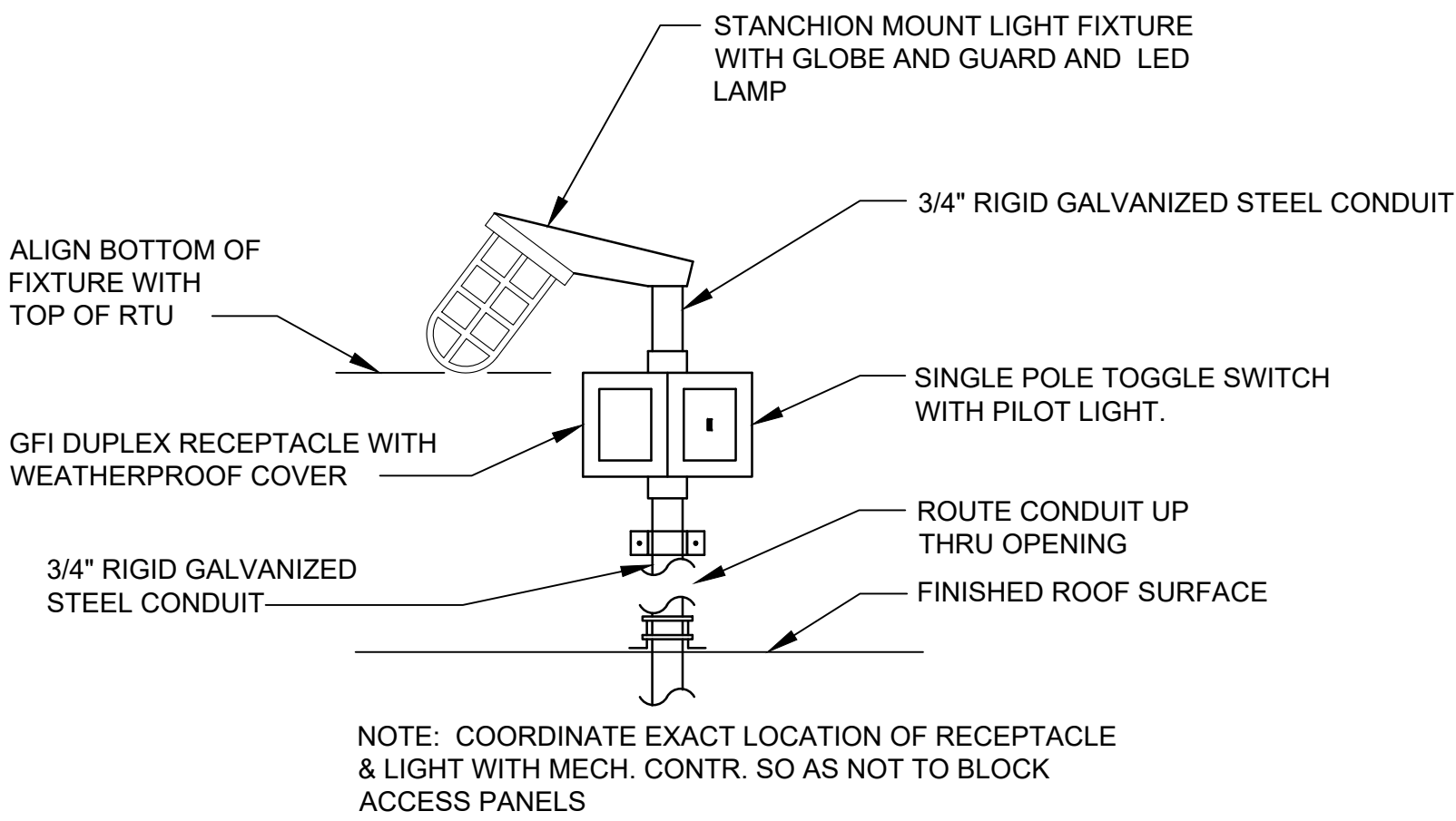
BIG LOTS STORES, LLC.  
STORE PLANNING DEPT.  
4900 E. DUBLIN GRANVILLE RD  
COLUMBUS, OHIO 43081  
PHONE: (614) 278-6800



SHEET:  
**E-1**



LANDLORD TO PROVIDE OCPD AND ASSOCIATED CONDUIT/WIRE TO RTU UNITS ONCE FINAL SELECTIONS HAVE BEEN MADE BASED ON WHETHER GAS CAN BE PROVIDED TO THE BUILDING OR NOT. SHOW CIRCUIT DESIGNATIONS AND DISCONNECT SIZES ON THIS SHEET. RE-USE EXISTING CIRCUITS AND OCPD WHERE APPLICABLE.



**RTU LIGHT/RECEPTACLE**  
N.T.S.

NOTE: IN ADDITION TO THE RECEPTACLE PROVIDED WITH THE NEW RTU THE ELECTRICAL CONTRACTOR SHALL PROVIDE THE WEATHERPROOF LIGHT/RECEPTACLE AS SHOWN IN THE DETAIL. (OR EQUAL)

**FIELD VERIFY ALL CONDITIONS**

DESIGN DRAWINGS ARE SCHEMATIC. THIS CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDDING OR AWARD OF CONTRACT TO INSPECT EXISTING FIELD CONDITIONS. THIS CONTRACT SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY FOR FIELD MODIFICATIONS DUE TO EXISTING CONDITIONS.

THE CONTRACTOR SHALL CONTACT THE ARCHITECT, ENGINEER OR OWNER PRIOR TO BIDDING FOR INTERPRETATIONS AND CLARIFICATIONS OF THE DESIGN AND INCLUDE IN HIS BID ALL COSTS TO MEET THE DESIGN INTENT. CLARIFICATIONS MADE BY THE ARCHITECT, ENGINEER OR OWNER AFTER BIDDING WILL BE FINAL AND SHALL BE IMPLEMENTED AT CONTRACTORS COST.

BIDDING CONTRACTORS SHALL HAVE A WORKING KNOWLEDGE OF LOCAL CODES AND ORDINANCES AND SHALL INCLUDE IN THEIR BIDS THE COSTS FOR ALL WORK INSTALLED IN STRICT ACCORDANCE WITH GOVERNING CODES, THE PLANS AND SPECIFICATIONS NOT WITHSTANDING. THE CONTRACTOR SHALL ALERT ARCHITECT, ENGINEER OR OWNER OF ANY APPARENT DISCREPANCIES BETWEEN GOVERNING CODES AND DESIGN INTENT.

**ELECTRIC ROOF PLAN**

BIG LOTS STORES, LLC. STORE PLANNING DEPT. 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OHIO 43081 PHONE: (614) 278-6800		BIG LOTS STORE 5601 US-10 STEVENS POINT, WI 54482	
DATE DRAWN:		SQUARE FOOTAGE	
12/12/2022		Area	SqFt
DRAWN BY:		SALES FLOOR	28,810
WP		TOTAL BUILDING	42,128
SCALE:			
3/32" = 1'-0"			



BIG LOTS STORES, LLC.












SHEET:

E-1.1


















DEVICE SCHEDULE

SYMBOL	DEVICE	QUANTITY	DEVICE LOCATION	DEVICE CABLE TYPE	NOTES
	CARBON DIOXIDE SENSOR	1	MAIN SPACE, MOST CENTRALLY LOCATED, ABOVE/BESIDE DZC	18/2 (X2)	
	DUCT TEMPERATURE SENSOR	1 PER ROOFTOP UNIT	BOTTOM OF MAIN SUPPLY AIR DUCT DROP	18/2	1
	DIGITAL ZONE CONTROLLER	1 PER ROOFTOP UNIT (AND ADDITIONAL HVAC)	IN ZONE BEING SERVED	18/10	2
	ENERGY METER	1 PER MDP	MAIN 3-PHASE SUPPLY NEAR UTILITY METER	24/1P (COMM CABLE TO SLP)	3
	LIGHTING CONTROL PANEL	1	NEAR BREAKER PANELS	18/10 PLUS ALL REQ'D LINE VOLTAGE	
	OUTSIDE SENSING DEVICE	1	ROOF	18/2 (X2)	
	OVERRIDE (4-BUTTON)	1 (OPTIONAL)		18/2 (X4)	
	POWER INTERFACE PANEL	1	ELECTRICAL ROOM (UNDER SLP)	(1) 18/2, OTHER (SEE POINT TO POINT DWG'S)	5
	RELATIVE HUMIDITY	1	MAIN SPACE, MOST CENTRALLY LOCATED, ABOVE/BESIDE DZC	18/2 (X2)	
	REMOTE I/O PANEL	1		24/1P	
	SCREAM LOGIC PANEL	1	ELECTRICAL ROOM	VARIES PER CONNECTED DEVICE	

INSTALLATION RESPONSIBILITIES

SYMBOL	DEVICE	PROVIDED BY	MOUNTING	BOX/RACEWAYS	TERMINATION OF WIRES AT BOTH ENDS	NOTES
	CARBON DIOXIDE SENSOR	SIEMENS	MC	EC	MC	
	DUCT TEMPERATURE SENSOR	SIEMENS	MC	EC	MC	1
	DIMMING CONTROL PANEL	SIEMENS	EC	EC	EC/MC	10
	DIGITAL ZONE CONTROLLER	SIEMENS	MC	EC	MC	2
	ENERGY METER	SIEMENS	EC	EC	EC	3
	INTERIOR LIGHT SENSOR	SIEMENS	MC	EC	MC	
	LIGHTING CONTROL PANEL	SIEMENS	EC	EC	MC	4,8
	OUTSIDE SENSING DEVICE	SIEMENS	EC	EC	EC	
	LIGHTING OVERRIDE PANEL (4 BUTTON)	SIEMENS	MC	EC	MC	
	RELATIVE HUMIDITY	SIEMENS	MC	EC	MC	
	REMOTE I/O PANEL	SIEMENS	EC	EC	MC	
	POWER INTERFACE PANEL	SIEMENS	EC	EC	EC/MC	4,5,6
	SECURITY INTERFACE SYSTEM	SIEMENS	EC	EC	SIEMENS	
	SCREAM LOGIC PANEL	SIEMENS	EC	EC	EC/MC	7
CAT5	CAT-5 COMMUNICATION CABLE	EC	EC	EC	EC	9
WCMF	WALK-IN COOLER / WALK-IN FREEZER	OTHERS	EC	EC	EC	

NOTES

- ONE DUCT SENSOR IN THE SUPPLY AIR DUCT OF EACH RTU.
- ONE DZC FOR EACH ROOFTOP. ONE DZC FOR ANY OTHER HVAC DEVICE (IF SPECIFIED).
- MOUNT EM CTS ON 3-PHASE BUSS BARS AT MDP AFTER UTILITY METER AND BEFORE TRANSFORMERS AND BRANCH CIRCUITS.
- M.C. SHALL INSTALL LOW VOLTAGE CABLE IN RACEWAYS PROVIDED BY E.C. AND TERMINATE BOTH ENDS. - LINE VOLTAGE WIRING AND TERMINATIONS BY E.C.
- E.C. SHALL PROVIDE AND INSTALL A DEDICATED 120V, 20A CIRCUIT TO POWER THE PIP. LABEL BREAKER EMS-2.
- INTERCONNECTING CABLING BETWEEN THE PIP AND SLP SHALL BE INSTALLED BY THE M.C. AND THE GROUND CONNECTION BY THE E.C.
- WITH THE EXCEPTION OF THE OSD AND ENERGY METERS THE M.C. SHALL TERMINATE ALL LV CABLES IN THE SLP.
- E.C. SHALL PROVIDE AND INSTALL A DEDICATED 120V, 20A CIRCUIT TO POWER THE LCP. LABEL BREAKER EMS-1.
- E.C. TO INSTALL CAT-5 COMMUNICATION CABLE FROM TERMINATION POINT IN SLP TO DATA DROP IN CASH OFFICE, 10'-0" OF EXCESS CABLE WITHIN OFFICE LOCATION. E.C. TO INSTALL RJ-45 CONNECTORS TO EACH END OF CABLE.

CABLE SCHEDULE

CABLE	SIZE	TYPE	MFG./MODEL
18/2	18AWG/2-CONDUCTOR	SHIELDED, STRANDED, PLENUM RATED	BELDEN/6300FE NON-PAIRED COMTRAN/3644 TAPPAN/1880AB2M-CMP
18/4	18AWG/4-CONDUCTOR	SHIELDED, STRANDED, PLENUM RATED	BELDEN/6302FE NON-PAIRED LAKE CABLE/P184CS TAPPAN/1880AB4M-CMP
18/10	18AWG/10-CONDUCTOR	UNSHIELDED, STRANDED, PLENUM	BELDEN/6308UE NON-PAIRED LAKE CABLE/P1810C-WIN TAPPAN/1880AB10-CMP
24/1P	24AWG/1-TWISTED PAIR	SHIELDED, STRANDED, PLENUM RATED, TWISTED PAIR	BELDIN/82841 PAIRED LAKE CABLE/PF242CS TAPPAN/2469ATIM-CMP
CAT5	24AWG/ 4-UTP	UNSHIELDED SOLID CONDUCTOR TWISTED PAIR	BELDEN 1583A CAT5

GENERAL EMS CONSTRUCTION NOTES:

- THE MECHANICAL CONTRACTOR SHALL PROVIDE THE INSTALLATION LABOR AND MATERIALS TO INSTALL THE LOW VOLTAGE PORTION OF THE CUSTOMER SUPPLIED EMS SYSTEM ACCORDING THE EMS SCHEDULES AND THE FOLLOWING:
  - INSTALL EMS DEVICES AT LOCATIONS SHOWN ON THE MECHANICAL DRAWINGS AND MOUNT ACCORDING TO THE EMS DETAILS.
  - PROVIDE AND INSTALL THE LOW VOLTAGE CABLING FROM THE EMS DEVICES TO THE RTU'S, SLP, AND LCP
  - TERMINATE THE LOW VOLTAGE CABLING AT BOTH ENDS.
  - CLEARLY IDENTIFY (LABEL) THE CABLES AT BOTH ENDS.
- THE ELECTRICAL CONTRACTOR SHALL PROVIDE THE INSTALLATION LABOR AND MATERIALS TO INSTALL THE LINE VOLTAGE PORTION OF THE CUSTOMER SUPPLIED EMS SYSTEM ACCORDING THE EMS SCHEDULES AND THE FOLLOWING:
  - PROVIDE AND INSTALL ELECTRICAL BOXES WITH 3/4" EMT STUB-UPS TO ABOVE CEILING GRID FOR WALL MOUNTED EMS AND CONTROL DEVICES.
  - MOUNT EMS PANELS AND PIPE TOGETHER ACCORDING TO THE EMS DRAWINGS.
  - INSTALL THE ENERGY METER AT THE MAIN DISTRIBUTION PANEL. INSTALL AND TERMINATE COMMUNICATIONS CABLE.
  - PROVIDE AND INSTALL AN 8" SECTION OF 1/2" RIGID FOR ROOF MOUNTED OSD. INSTALL AND TERMINATE OSD AND CABLE.
  - PROVIDE AND INSTALL (1) EACH 120V, 20A CIRCUIT TO POWER THE PIP. LABEL PIP BREAKER "EMS-2"
- ALL WIRING SHALL CONFORM TO NATIONAL AND STATE ELECTRICAL CODES.
- NOTES ABOVE DO NOT ALLEViate CONTRACTORS OF OVERALL RESPONSIBILITIES OF PROVIDING A COMPLETE AND OPERATIONAL SYSTEM.

INSTALLATION SUMMARY

- LOW VOLTAGE CABLE
  - THE M.C. SHALL FURNISH THE LOW VOLTAGE CABLE FOR THE EMS SYSTEM. THE CABLE SHALL BE AS SPECIFIED IN THE CABLE SCHEDULE.
- EQUIPMENT DELIVERY
  - SIEMENS SHALL PROVIDE THE EMS EQUIPMENT IN 1 SHIPMENT.
  - IT SHALL BE UP TO THE G.C. TO CALL FOR EMS EQUIPMENT DELIVERY THE EQUIPMENT WILL BE SHIPPED WITHIN 2 DAYS OF RECEIVING A VALID REQUEST. A VALID REQUEST SHALL CONSIST OF THE FOLLOWING:
    - NAME AND PHONE NUMBER OF PERSON RESPONSIBLE FOR RECEIVING THE EMS EQUIPMENT AND STORE NUMBER
    - A VALID SHIPPING ADDRESS (CONFIRMABLE BY THE DELIVERY AGENT).
- CONTACT INFORMATION
  - PLEASE DIRECT ALL SHIPPING REQUESTS TO SIEMENS AT (512) 529-9116
- EMS COMMISSIONING
  - IT SHALL BE UP TO THE G.C. TO CALL STEVEN VAN-AUKEN AT (512) 529-9116 FOR EMS COMMISSIONING AT LEAST 2 WEEKS PRIOR TO TURN OVER AND BEFORE THE INSTALLING CONTRACTOR HAS LEFT THE PROJECT.
    - SIEMENS WILL COMMISSION THE EMS SYSTEM UPON RECEIVING A VALID REQUEST AND AFTER THE FOLLOWING CONDITIONS HAVE BEEN MET:
      - ALL EMS DEVICES AND PANELS HAVE BEEN INSTALLED, WIRED AND TERMINATED
      - ALL LINE VOLTAGE WIRING HAS BEEN COMPLETED
      - ALL CONTROLLED EQUIPMENT HAS BEEN INSTALLED AND STARTED
  - FAILURE TO MEET THESE CONDITIONS COULD RESULT IN DELAY OF STORE OPENING

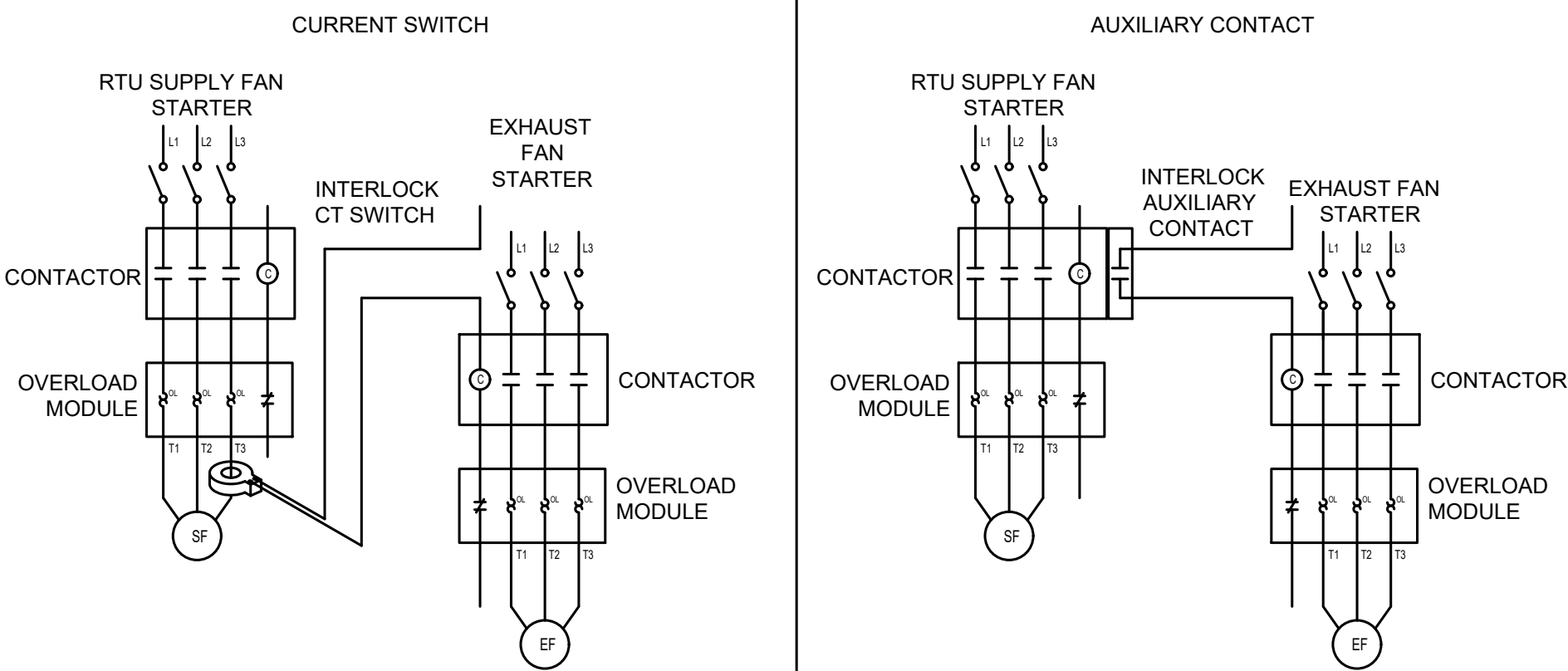
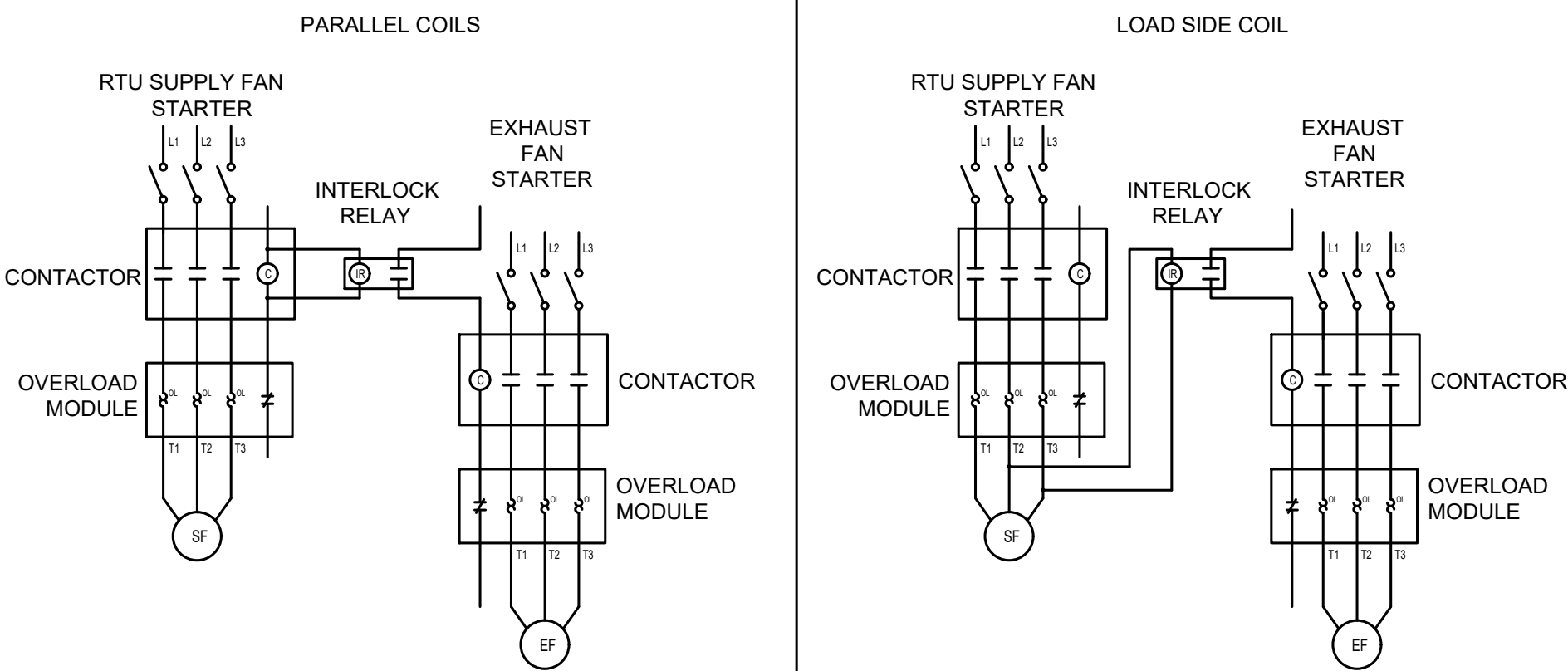
GENERAL LV CABLE INSTALLATION INSTRUCTIONS

- HOME RUNS
  - LOW VOLTAGES CABLES SHALL BE PULLED FROM DEVICE TO CONTROL PANEL WITHOUT SPLICING.
- COMMUNICATIONS CABLING
  - IN THE CASE OF MULTIPLE DEVICES SUCH AS COMMUNICATIONS CABLING, THE CABLE SEGMENTS SHALL BE PULLED FROM DEVICE TO DEVICE WITHOUT SPLICING.
- CABLE SHIELD GROUNDING
  - EACH CABLE RUN SHALL BE GROUNDED AT ONE END ONLY. GROUND SHIELD DRAIN WIRE AT CONTROL PANEL END. FASTEN DRAIN WIRE TO EARTH GROUND SCREWS PROVIDED. THE THE SHIELD AND DRAIN WIRE SHALL BE REMOVED FROM THE OPPOSITE (DEVICE) END AND ISOLATED FROM GROUND.
  - IN THE CASE OF MULTIPLE DEVICES SUCH AS COMMUNICATIONS WIRING, THE SHIELD DRAIN WIRES AT THE INTERMEDIATE DEVICES SHALL BE MECHANICALLY SPLICED TOGETHER AND ISOLATED FROM GROUND.
- TESTING SHIELD GROUNDS
  - DURING COMMISSIONING THE FIELD SERVICE REPRESENTATIVE (FSR) WILL TEST THE SHIELD GROUNDING AT THE CONTROL PANEL. SHIELDS FOUND TO HAVE CONTINUITY LESS THEN 100K OHM TO GROUND SHALL BE REJECTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING SHIELD GROUND FAULTS.

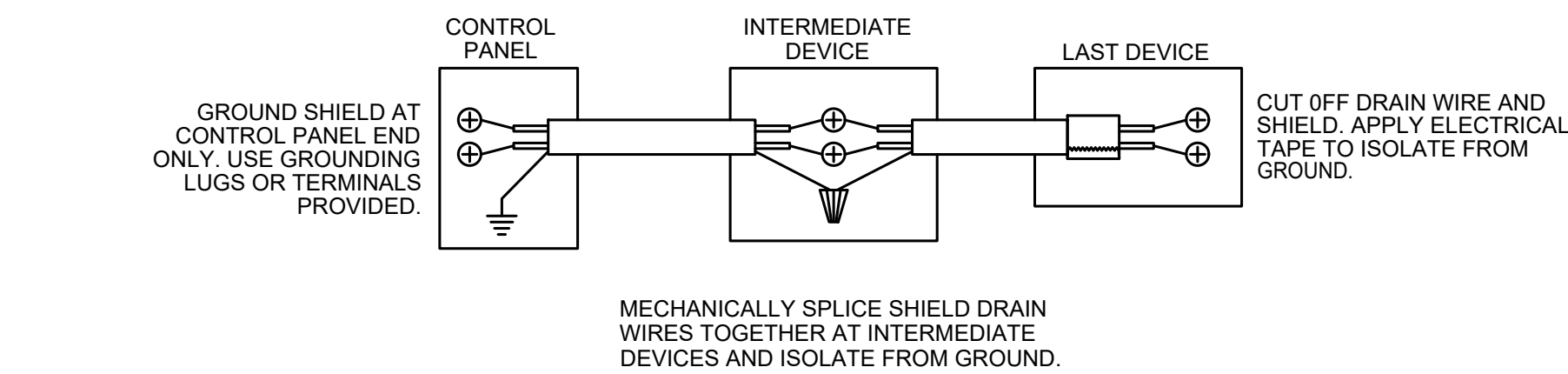
GENERAL NON-EMS CONTROLS NOTES:

- COMBUSTION AIR VENTILATION AND OTHER EQUIPMENT
  - CONTROLS FOR COMBUSTION AIR VENTILATION AND ANY OTHER EQUIPMENT NOT SPECIFICALLY MENTIONED IN THE EMS SCHEDULES SHALL BE FURNISHED AND INSTALLED ACCORDING TO THE MECHANICAL AND ELECTRICAL BID DOCUMENTS.
- EXHAUST FAN, TRANSFER FAN AND OTHER "HARD-WIRED" INTERLOCKS (SEE INTERLOCK EXAMPLE BELOW)
  - WHEN HARD-WIRED INTERLOCKING IS SPECIFIED IN THE MECHANICAL AND/OR ELECTRICAL SCHEDULES, THE INTERLOCKS SHALL BE FURNISHED AND INSTALLED BY THE TRADES SPECIFIED. INTERLOCKING IS NOT PART OF
  - WHERE EXHAUST FAN AND RTU INTERLOCKS ARE CALLED OUT, THE CONTRACTOR SHALL CONNECT DIRECTLY TO THE SUPPLY FAN CONTACTOR COIL AND WIRE IN PARALLEL TO THE COIL OF A PROPERLY SIZED CONTACTOR OR STARTER SERVING THE INTERLOCKED EQUIPMENT. DO NOT USE THE EMS SYSTEM TO INTERLOCK EQUIPMENT.
- LIFE SAFETY AND FIRE ALARM SYSTEMS
  - LIFE SAFETY AND FIRE ALARM SYSTEMS ARE NOT PART OF THE EMS SYSTEM AND SHALL BE FURNISHED AND INSTALLED AS SPECIFIED IN THE MECHANICAL AND ELECTRICAL BID DOCUMENTS.
  - MECHANICAL EQUIPMENT SHUTDOWN SHALL BE WIRED AS TO NOT AFFECT THE EMS SYSTEM.
- MANUFACTURER SUPPLIED HUMIDITY CONTROLLERS
  - DEHUMIDIFYING ROOFTOP UNITS
    - SOME ROOFTOP UNITS MAY COME EQUIPPED WITH A DEHUMIDIFICATION CYCLE AND SPACE HUMIDITY SENSOR. THIS SENSOR SHALL BE INSTALLED IN ADDITION TO THE EMS SYSTEM AND ACCORDING TO THE MANUFACTURER'S INSTRUCTION.

EXAMPLES FOR 3-PHASE EQUIPMENT INTERLOCKING



MULTIPLE SEGMENT EXAMPLE



BIG LOTS STORE  
5601 US-10  
STEVENS POINT, WI 54482

DATE DRAWN:	SQUARE FOOTAGE		SALES FLOOR	TOTAL BUILDING
	Area	SqFt		
12/12/2022		28,810		42,128
DRAWN BY:				
WP				
SCALE:				3/32" = 1'-0"

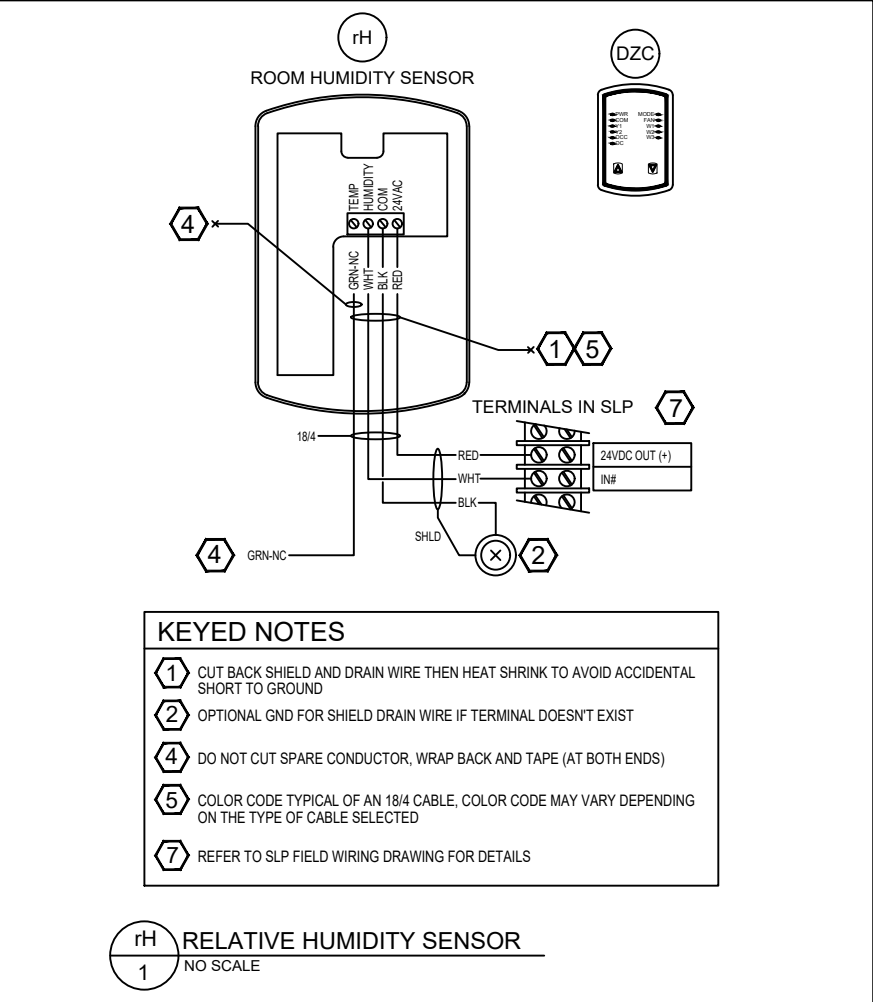
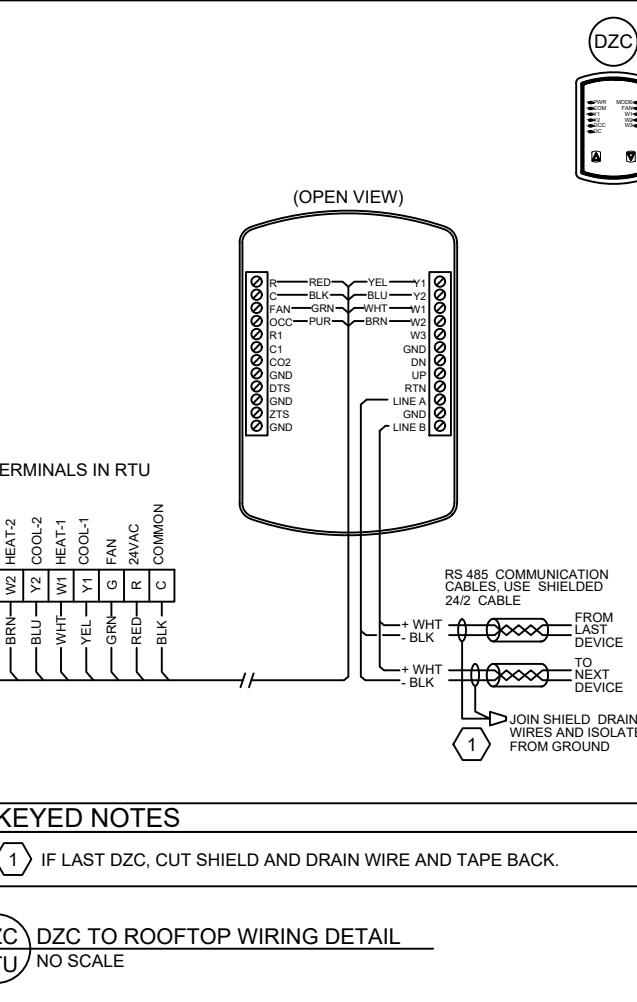
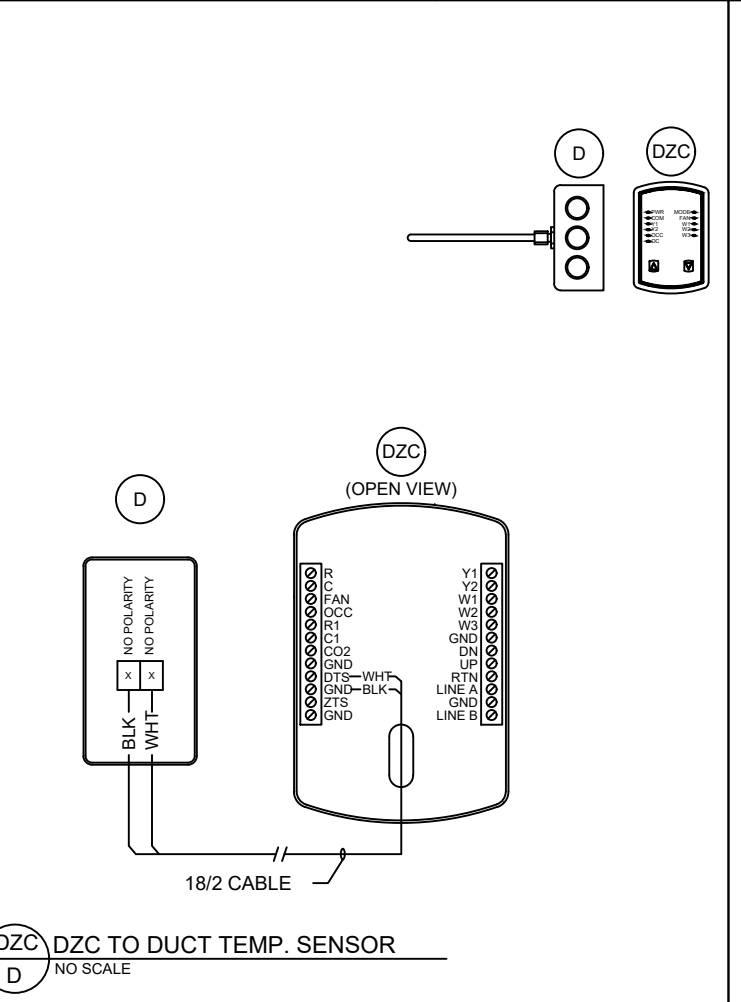
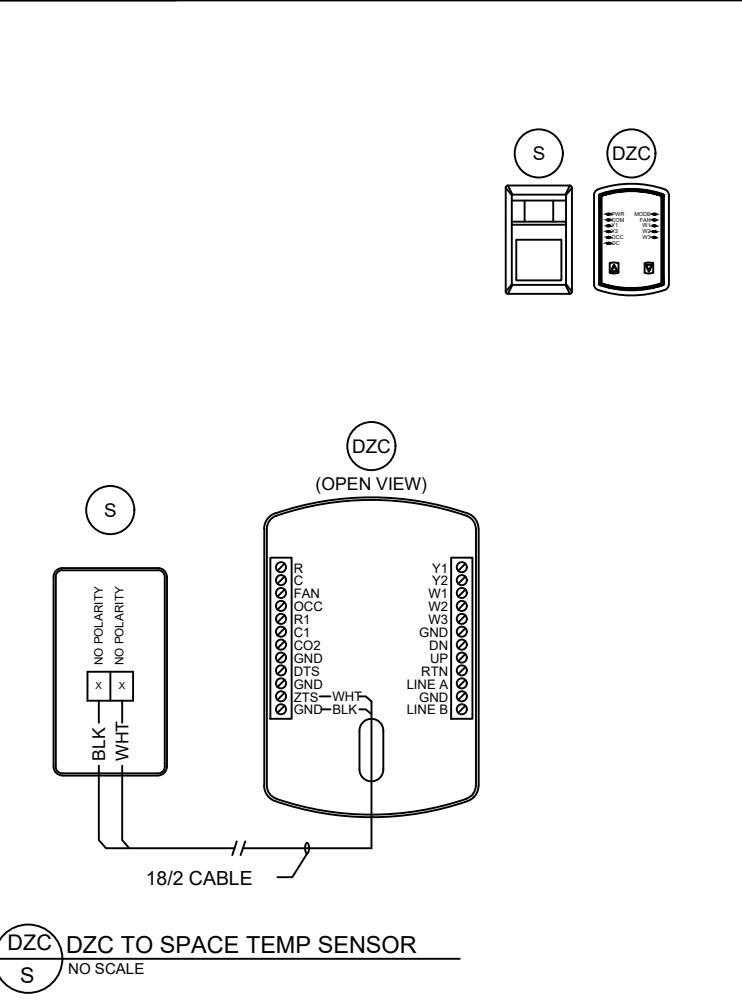
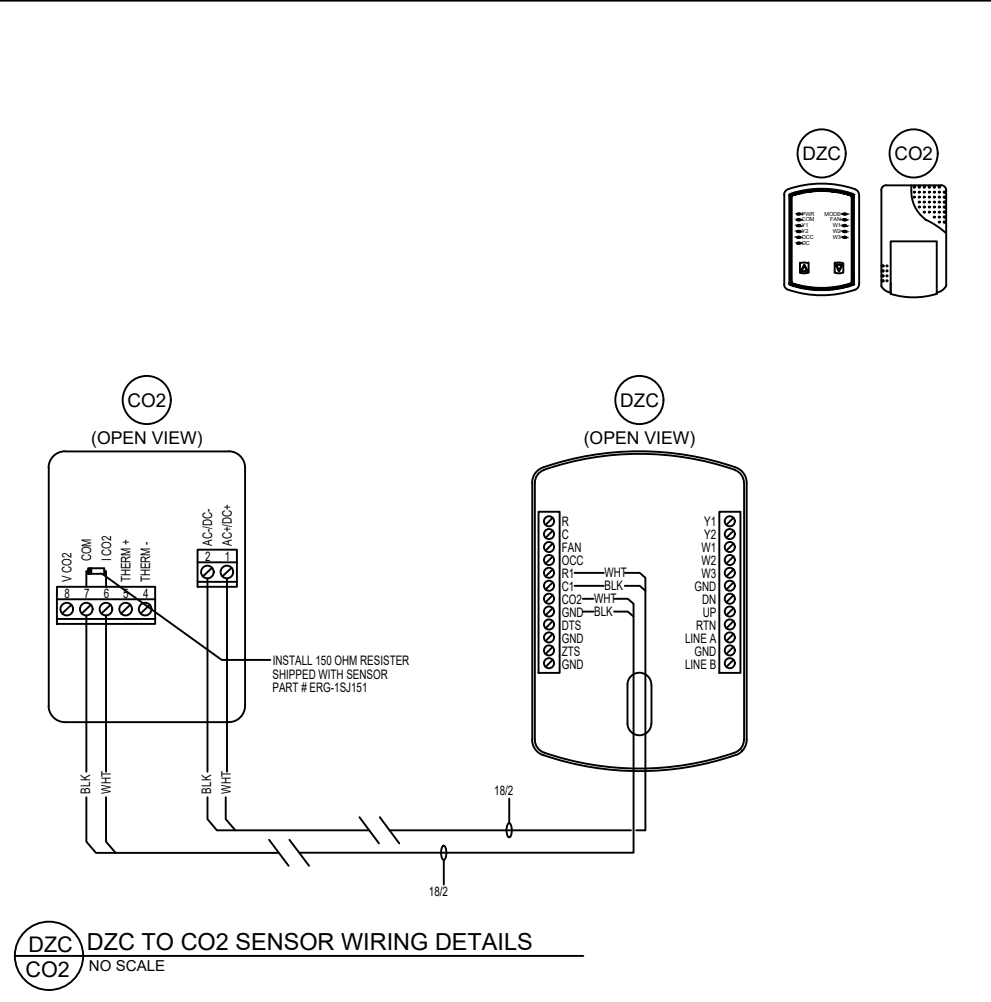
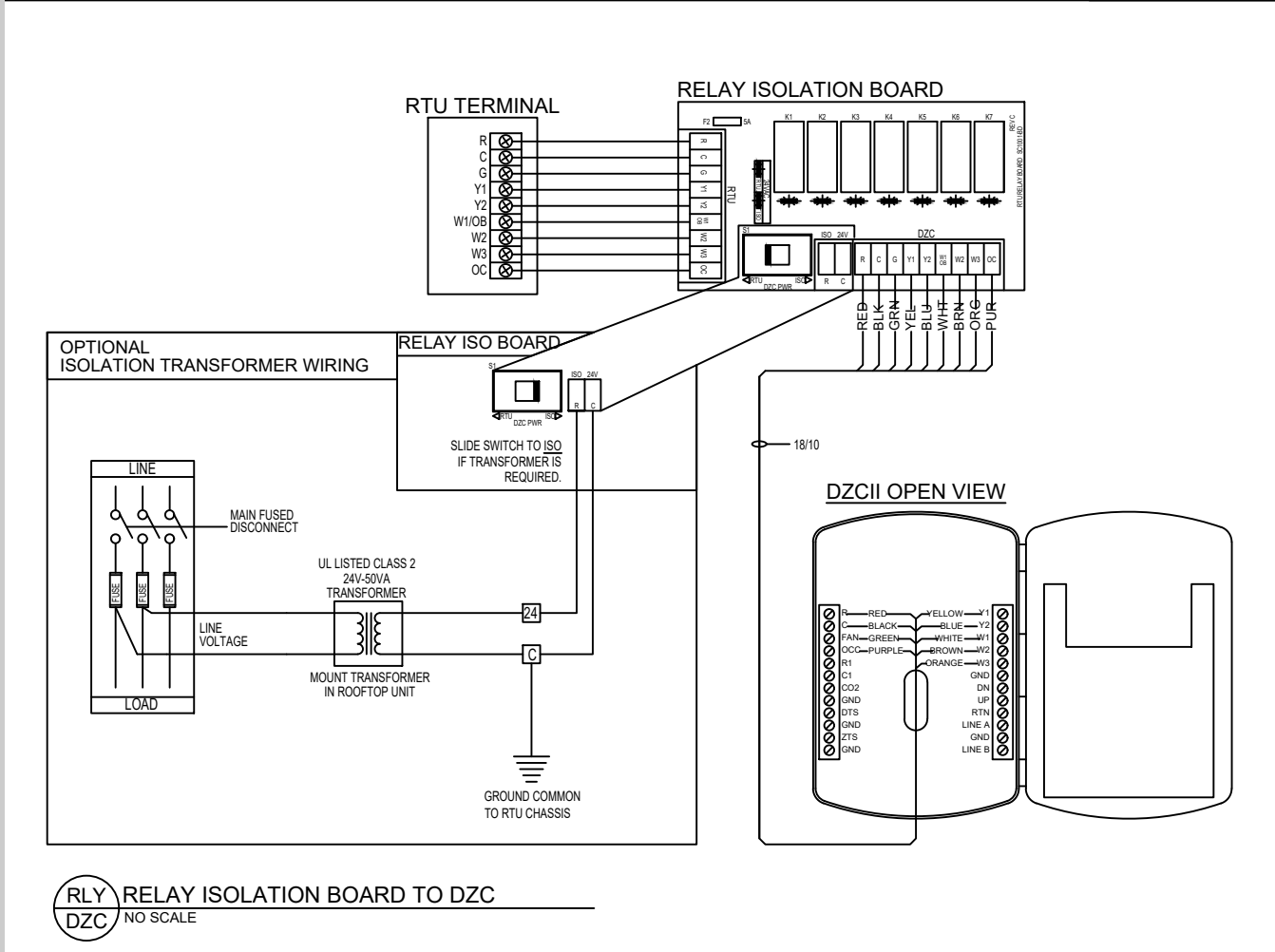
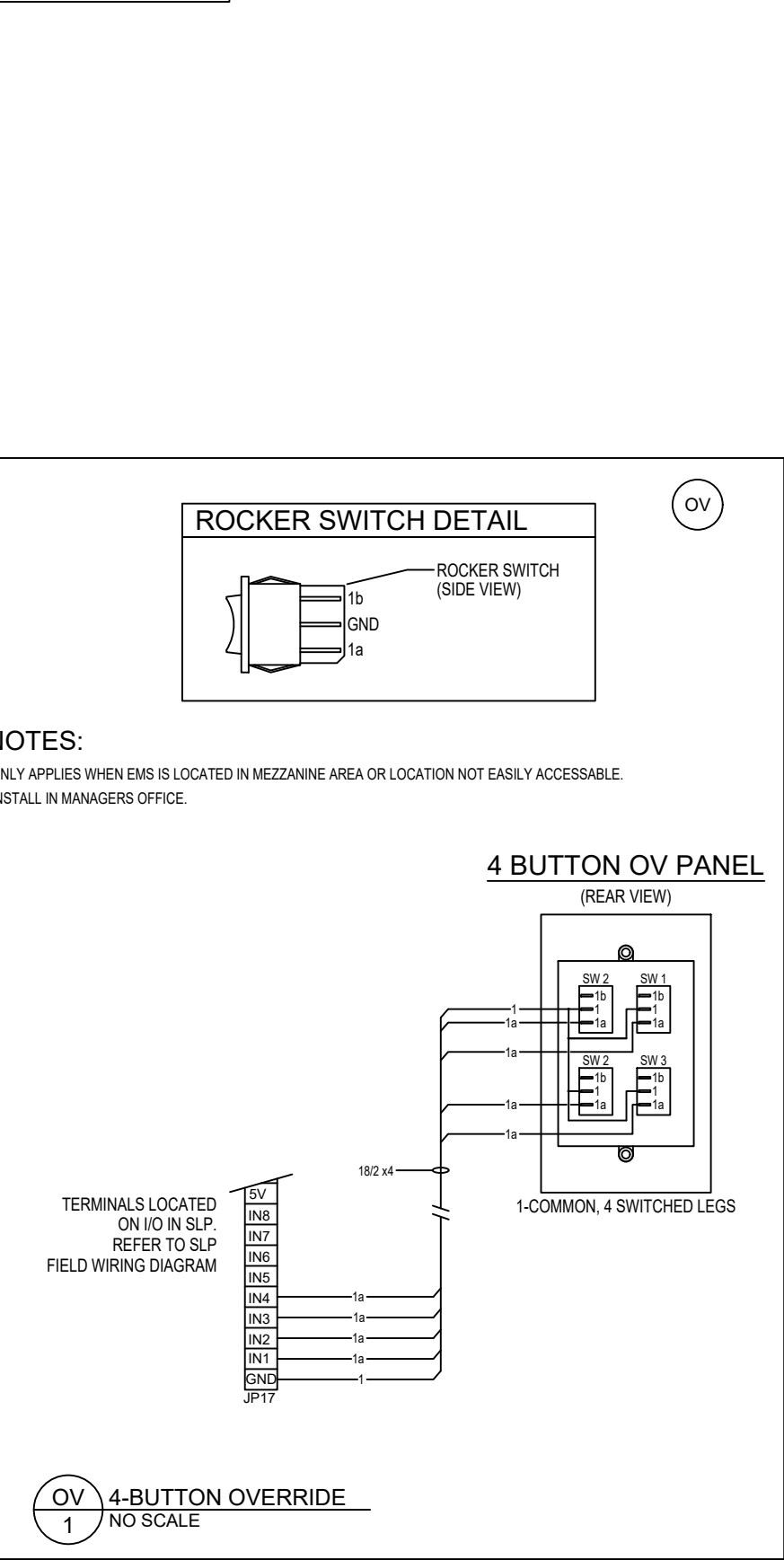
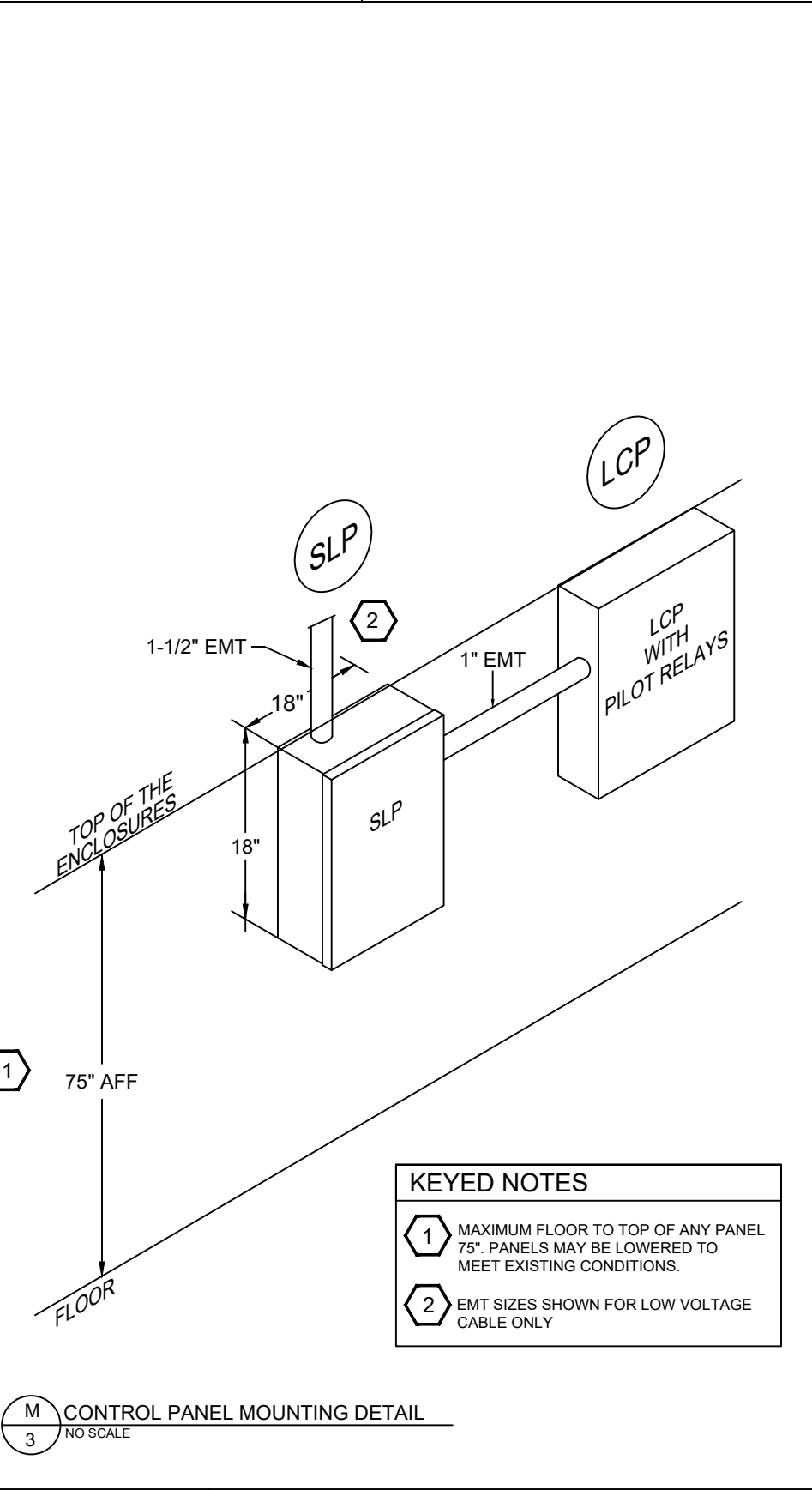
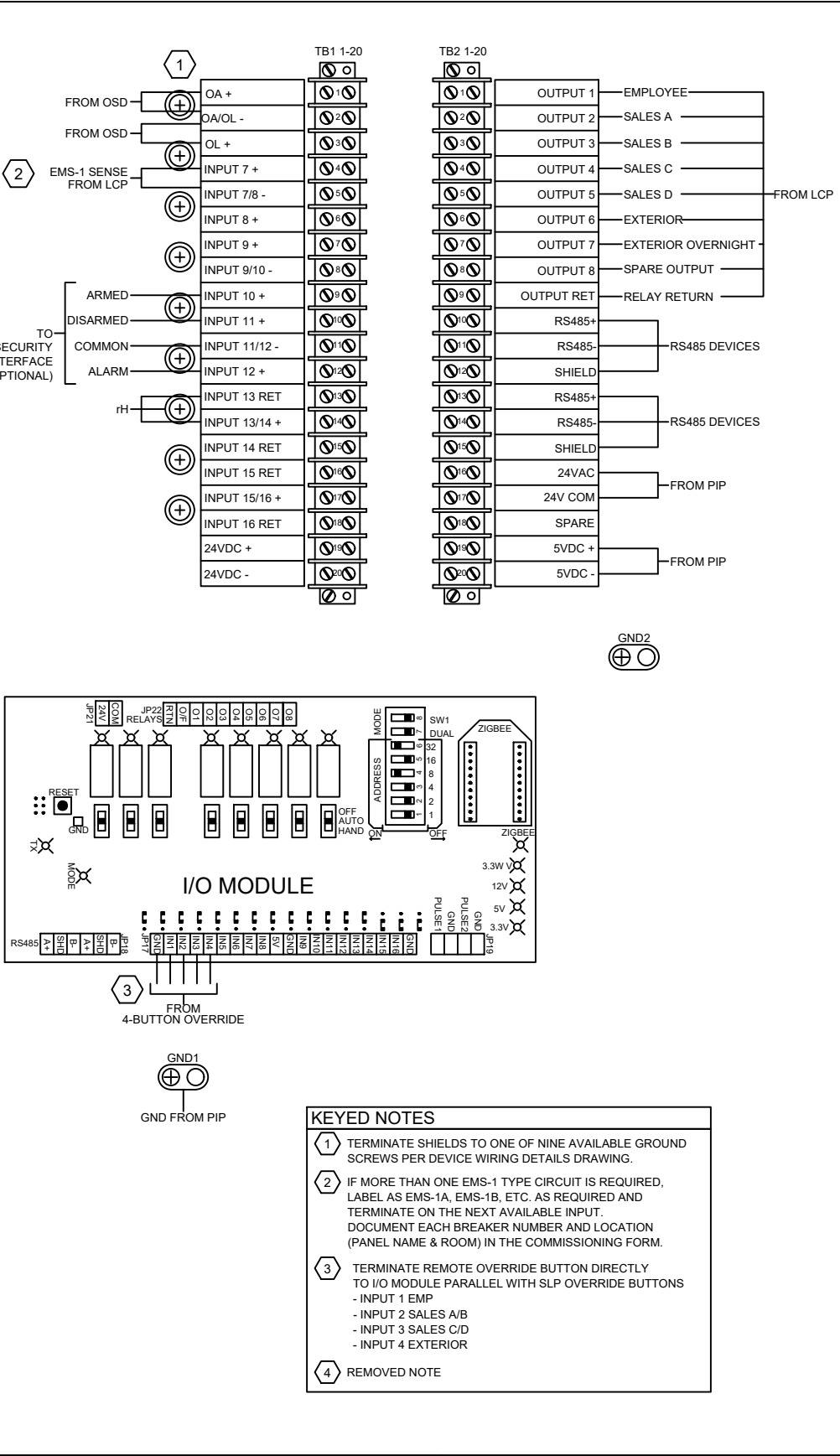
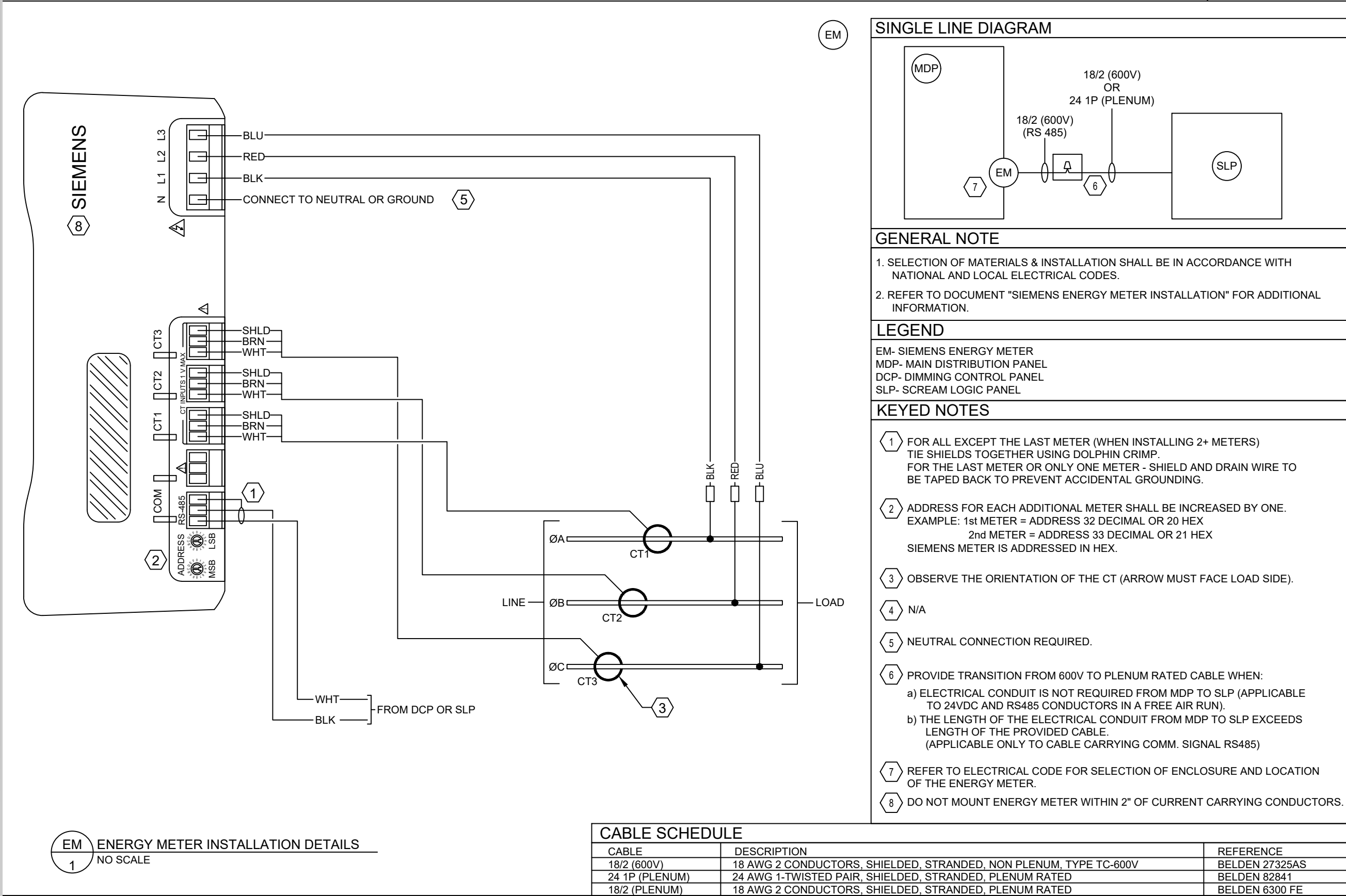
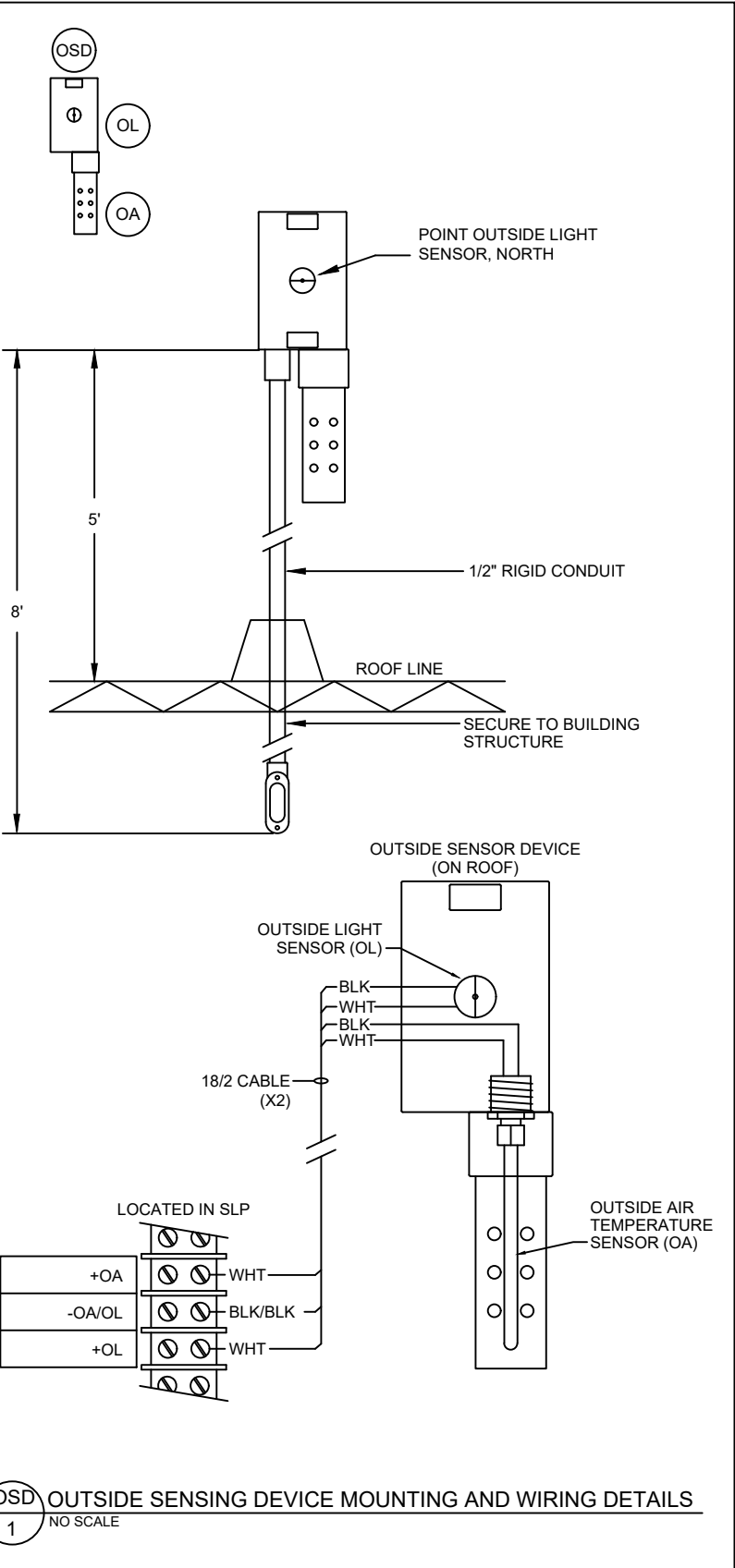
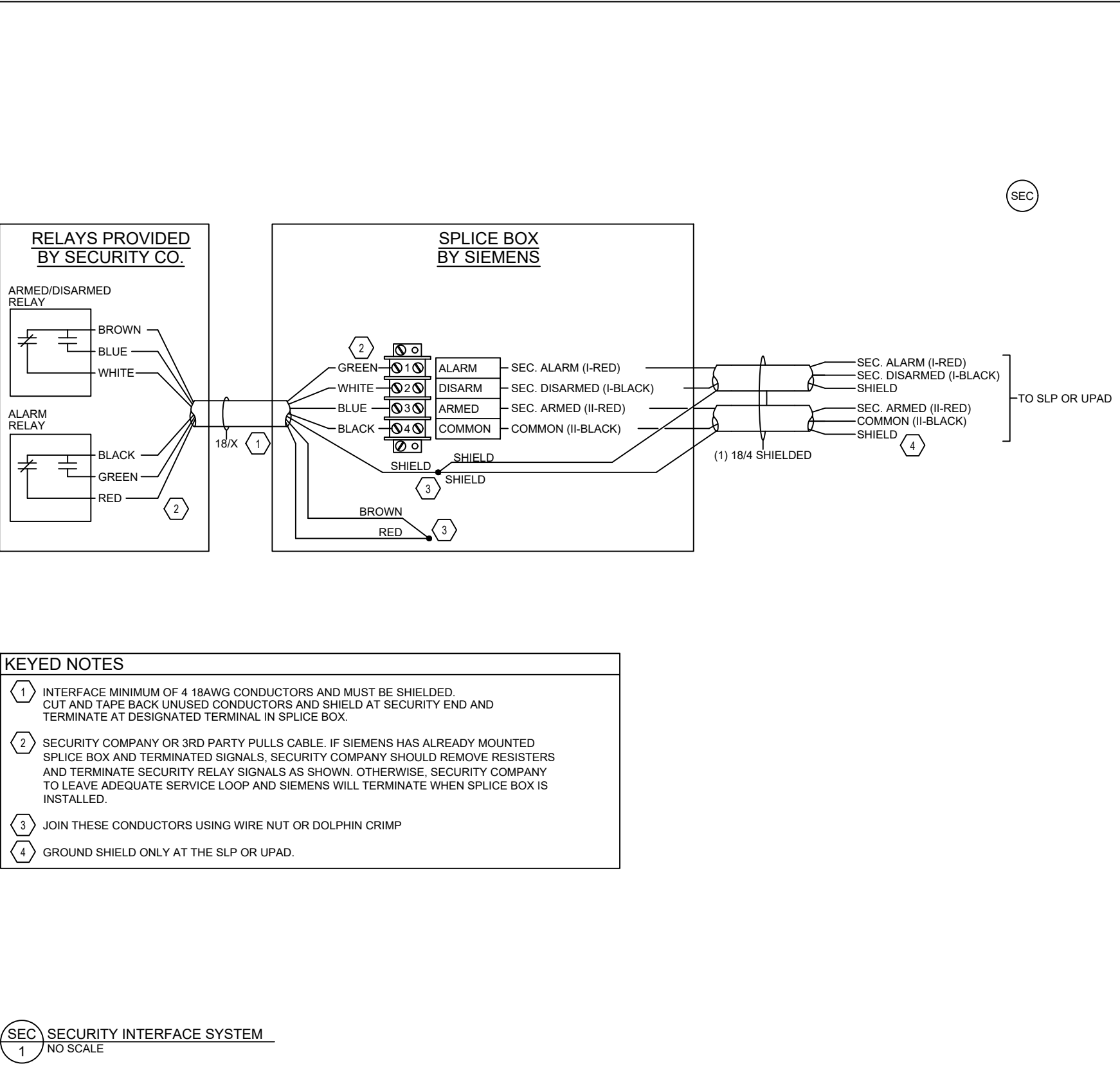
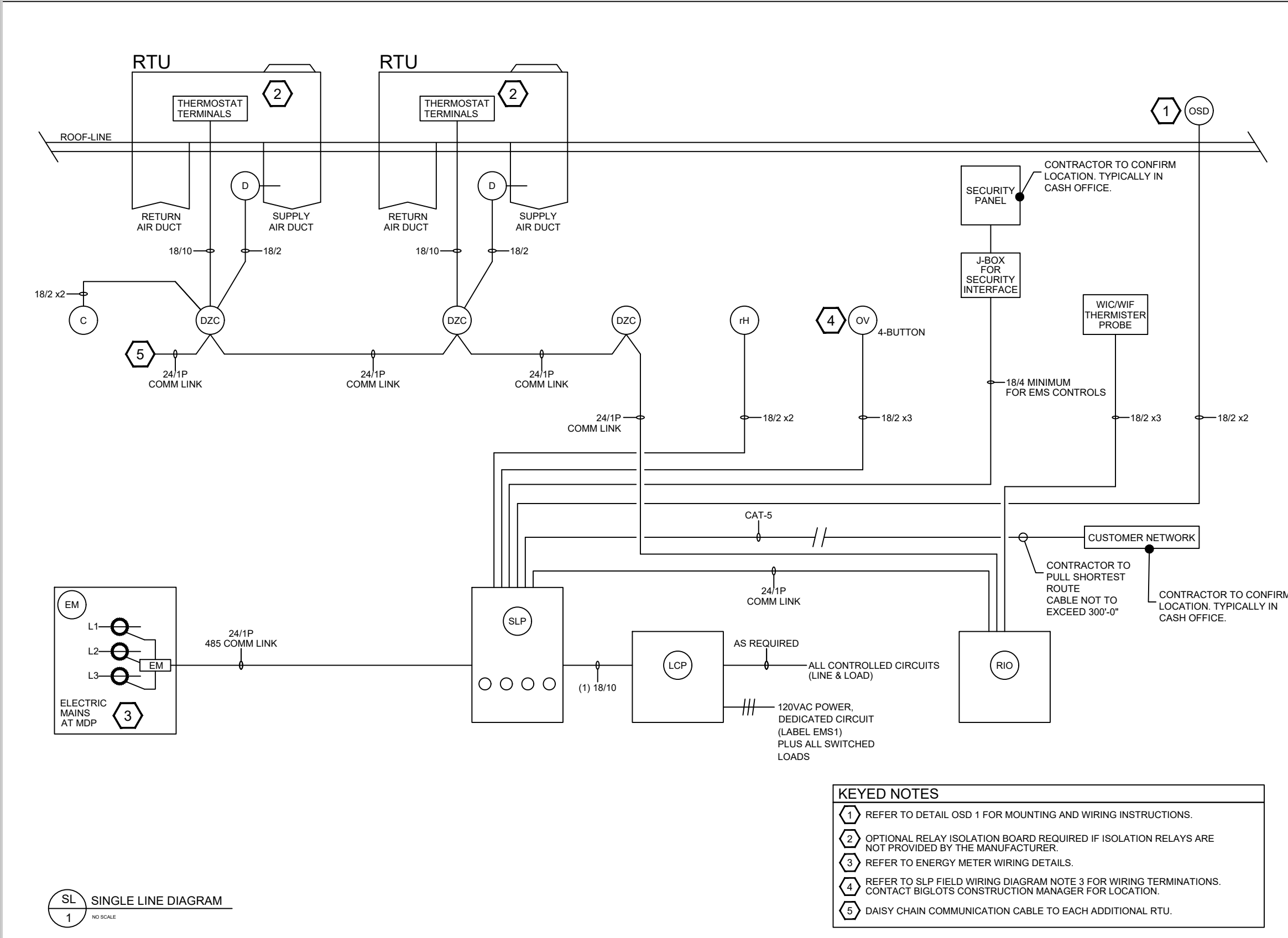
BIG LOTS STORES, LLC.  
STORE PLANNING DEPT.  
4900 E. DUBLIN GRANVILLE RD  
COLUMBUS, OHIO 43081  
PHONE: (614) 278-6800

BIG LOTS STORES, LLC.

SHEET:

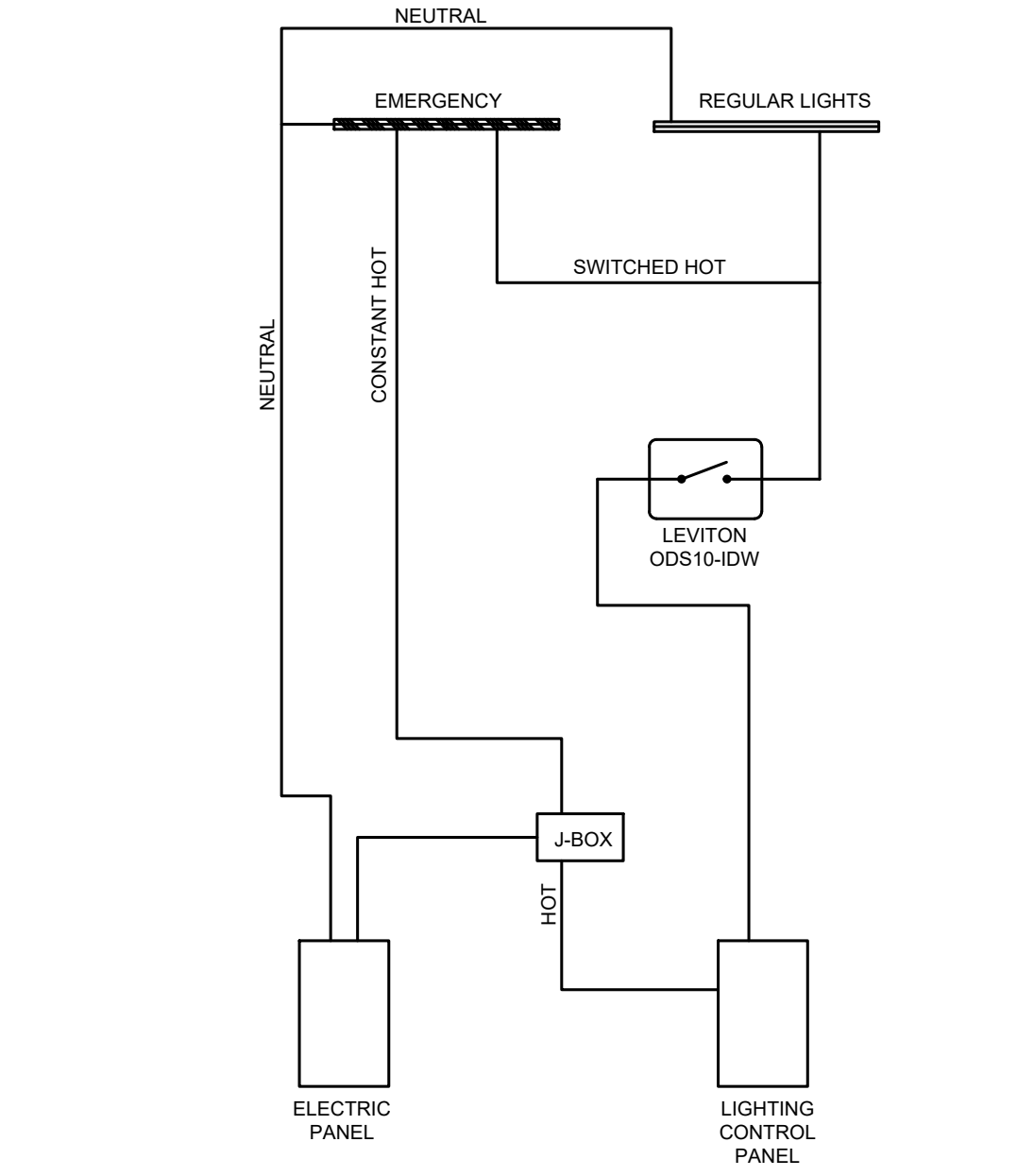
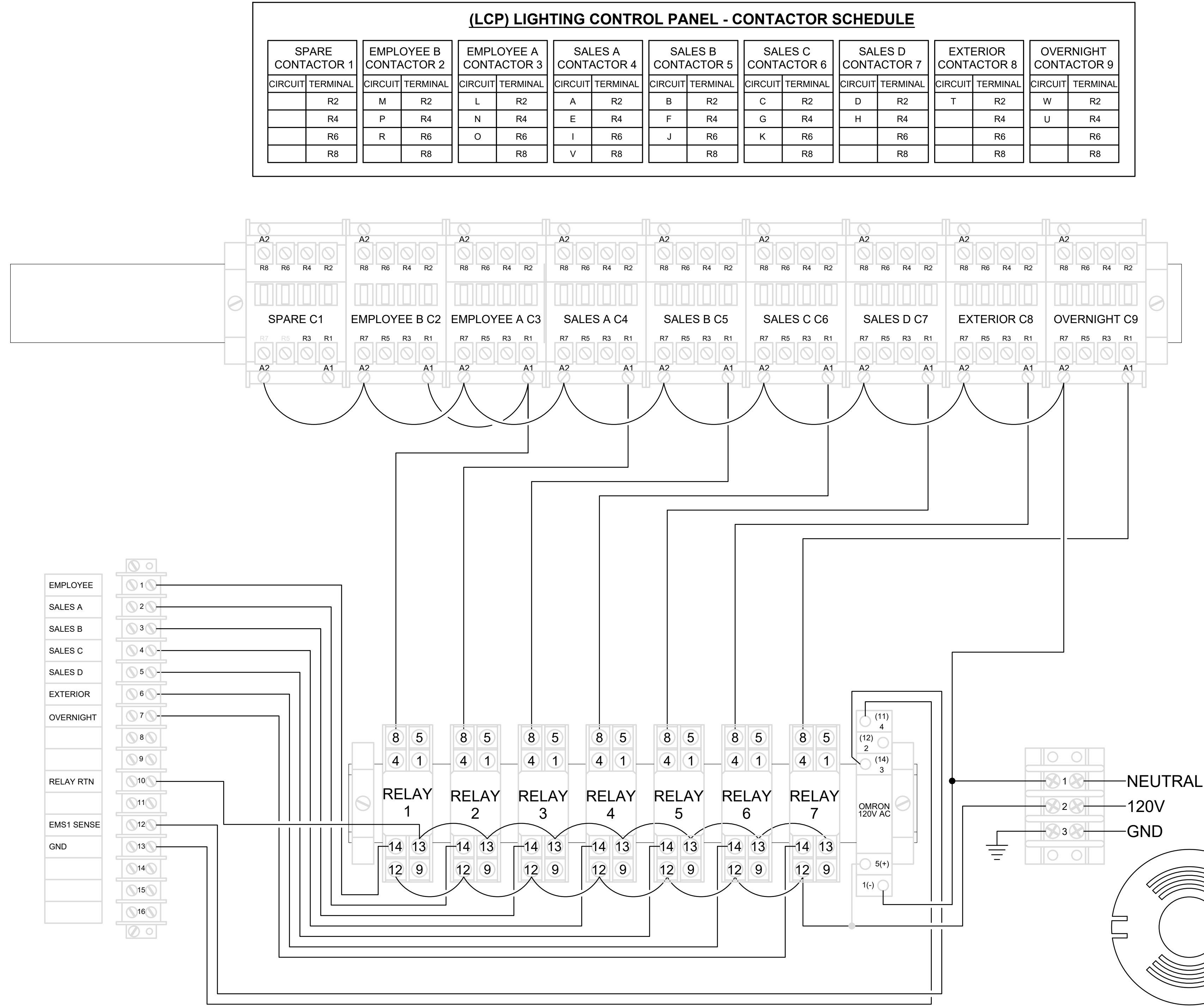
EMS NOTES

E-3



DATE DRAWN:	SQUARE FOOTAGE	Area
12/12/2022	SqFt	
DRAWN BY:	SALES FLOOR	28,810
WP	TOTAL BUILDING	42,128
SCALE:		3/32" = 1'-0"

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OFFICES AND LOUNGE WIRING DIAGRAM

**STORE LIGHTING:**

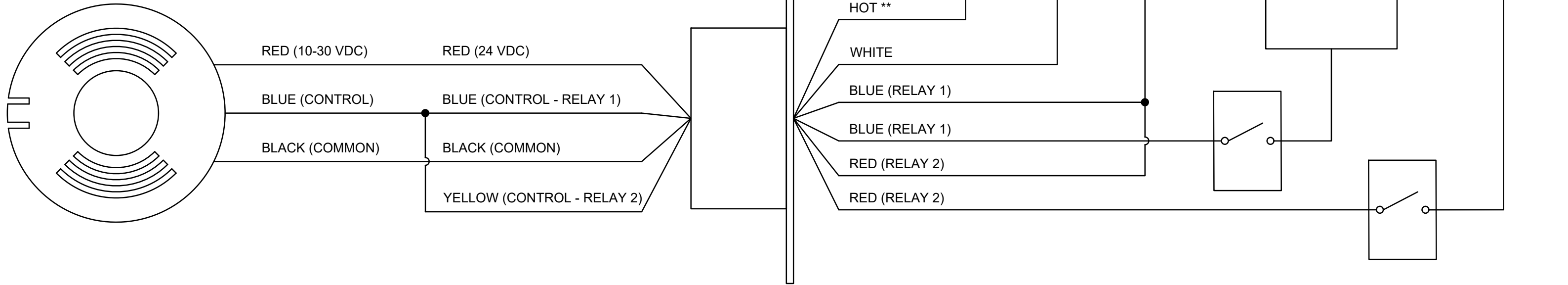
CONTRACTOR TO LABEL BREAKERS WITH DESCRIPTION AND AMP DRAW PER CIRCUIT.

WIRING INSTRUCTIONS ARE AS FOLLOWS: CONTRACTOR TO WIRE EVERY OTHER FIXTURE AND EVERY OTHER ROW ON A SEPARATE CIRCUIT BREAKER ON SALES FLOOR AND STOCK ROOM. CIRCUIT BREAKERS ARE TO BE GROUPED BY CONTACTOR THE FOLLOWING WAY: EMPLOYEE CONTACTOR (CONTROLS ALL OFFICE, CASH, COUNT, BATHROOMS, RECEIVING AREA, AND STOCK ROOM. GROUP A 25% CONTACTOR (CONTROLS APPROXIMATELY THE NEXT 25% OF SALES FLOOR LIGHTS); GROUP B 50% CONTACTOR, (CONTROLS THE NEXT 25% OF SALES FLOOR LIGHTING); GROUP C 75% CONTACTOR, (CONTROLS THE NEXT 25% OF SALES FLOOR LIGHTING); GROUP D 100% CONTACTOR (CONTROLS THE BALANCE 25% OF SALES FLOOR LIGHTING); GROUP E CONTACTOR EXTERIOR SIGNS (CONTROLS ALL EXTERIOR BUILDING SIGNS INCLUDING PYLON SIGN). GROUP F CONTACTOR (CONTROLS ANY WALL PACK LIGHTING, PARKING LOT LIGHTING AND CANOPY LIGHTING NOT CONTROLLED BY LANDLORD).

**AUTOMATIC MODE OPERATION:**

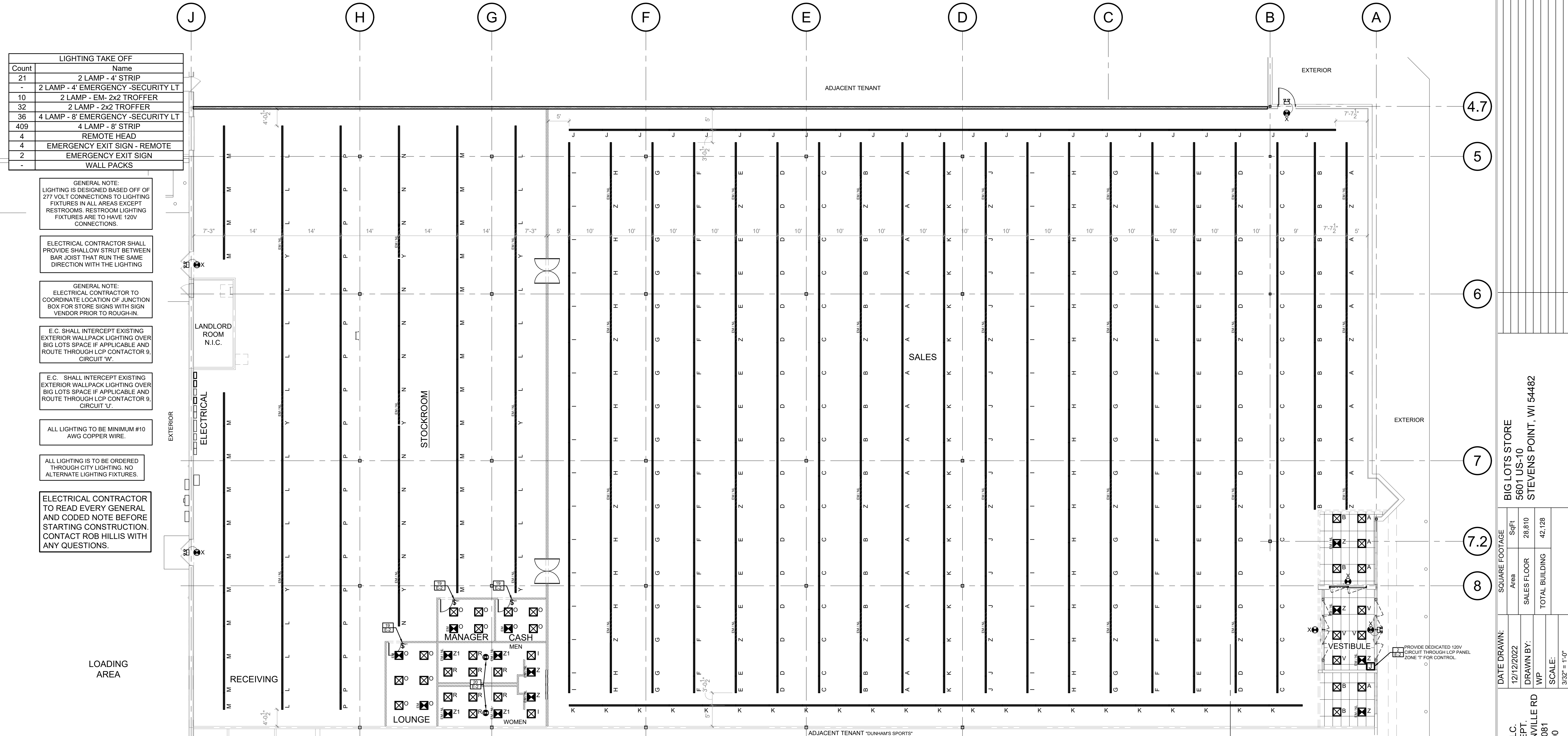
1. WHEN SENSOR ACTIVATES, BOTH LOADS TURN ON.
2. LOADS TURN OFF WHEN SENSOR TIMES OUT.

**RECOMMENDED WIRE:**  
18-3 AWG STRANDED WIRE SHIELDED OR NON/SHIELDED



2) DUAL RELAY SWITCHPACK RESTROOM LIGHTING / EXHAUST FAN WIRING DIAGRAM





LIGHTING NOTES

- ALL LIGHT FIXTURES IN THE STOCK AND STORAGE AREA TO BE HUNG AT 14'AFF.
- ALL LIGHT FIXTURES IN THE SALES FLOOR TO BE HUNG FROM THE BOTTOM OF THE CEILING GRID WHEN APPLICABLE, BY THE CLIPS PROVIDED, OR AT 14' AFF IF AN EXPOSED DECK.
- ALL PERMETER LIGHTING FIXTURES ON THE SALES FLOOR TO BE MOUNTED BETWEEN 4' TO 6' FROM ANY WALL AND 10' ON CENTER WHERE APPLICABLE. ROWS SHOULD RUN LEFT TO RIGHT FROM STORE FRONT.
- ALL THE LIGHT FIXTURES IN THE STOCK OR STORAGE AREAS TO BE MOUNTED AT 12'-0" ON CENTER
- ANY LIGHTING FIXTURES THAT ARE INSTALLED AT 10' OR BELOW MUST HAVE PROTECTIVE CAGES.
- SALES FLOOR, STOCK ROOM, AND MEZZANINE (IF APPLICABLE) EMERGENCY LIGHTING TO HAVE A DEDICATED CIRCUIT FROM THE PANEL TO THE LIGHT FIXTURE. EMERGENCY FIXTURE WILL TURN ON ONE BULB IF CONSTANT POWER IS LOST. THE LIGHT FIXTURE SHOULD BE WIRED AS A NIGHT LIGHT IN THESE AREAS. THE EMERGENCY
- RESTROOM LIGHTING TO HAVE A DEDICATED 120V CIRCUIT. EMERGENCY LIGHT SHOULD ACT AS A NIGHT LIGHT. LIGHT FIXTURES IN THE RESTROOM THAT AREN'T EMERGENCY FIXTURES SHOULD BE RUN THROUGH THE LIGHTING CONTROL PANEL. SEE DETAIL 1 ON SHEET E-5 FOR WIRING CONFIGURATION.
- OFFICES AND LOUNGE - EMERGENCY LIGHTING FIXTURES TO HAVE CONSTANT HOT AND SWITCHED HOT. THE LIGHTS IN THESE ROOMS SHOULD RUN THROUGH LIGHTING CONTROL PANEL AND THEN TO SWITCH. THESE ROOMS WILL HAVE A CONSTANT HOT AND AND A SWITCHED HOT FROM THE SAME CIRCUIT. REFER TO DETAIL 2 ON SHEET E-5 FOR WIRING CONFIGURATION.
- ALL CHANGES TO BE APPROVED BY A BIG LOTS, INC. REPRESENTATIVE.
- ALL WORK TO BE DONE IN A WORKMAN LIKE MANOR, WITH A ONE YEAR WARRANTY ON THE LABOR AND MATERIAL OF INSTALLATION.
- ALL LOCATIONS TO BE FIELD VERIFIED.

NOTE:  
ALL FIXTURES NOTED WITH CONTROL DESIGNATIONS 'X', 'Y', 'Z', & 'Z1' ('X' FOR EXIT SIGN, 'Y' AND 'Z' FOR 277V EM/NL, 'Z1' IS UNSWITCHED LEG OF 'R' FOR 120V EM/NL. IN RESTROOMS) SHOULD NOT BE RUN THROUGH THE 'LCP' CONTROL PANEL.

(LCP) LIGHTING CONTROL PANEL - CONTACTOR SCHEDULE

SPARE CONTACTOR 1		EMPLOYEE B CONTACTOR 2		EMPLOYEE A CONTACTOR 3		SALES A CONTACTOR 4		SALES B CONTACTOR 5		SALES C CONTACTOR 6		SALES D CONTACTOR 7		EXTERIOR CONTACTOR 8		OVERNIGHT CONTACTOR 9	
CIRCUIT	TERMINAL	CIRCUIT	TERMINAL	CIRCUIT	TERMINAL	CIRCUIT	TERMINAL	CIRCUIT	TERMINAL	CIRCUIT	TERMINAL	CIRCUIT	TERMINAL	CIRCUIT	TERMINAL	CIRCUIT	TERMINAL
	R2	M	R2	L	R2	A	R2	B	R2	C	R2	D	R2	T	R2	W	R2
	R4	P	R4	N	R4	E	R4	F	R4	G	R4	H	R4		R4	U	R4
	R6	R	R6	O	R6	I	R6	J	R6	K	R6		R6		R6		R6
	R8		R8		R8	V	R8		R8		R8		R8		R8		R8

GENERAL NOTES:

- SHARED NEUTRALS ARE NOT PERMITTED.
- ELECTRICAL CONTRACTOR SHALL PROVIDE #8 WIRE TO THE FIRST FIXTURE FOR ALL LIGHTING CIRCUITS AND THEN #10 WIRE (MINIMUM) FOR ALL ADDITIONAL FIXTURES IN THE ROW. ALL HOME RUNS SHALL BE IN MINIMUM 3/4" CONDUIT. FLEX WHIPS SHALL BE NO LONGER THAN 6 FEET.
- ELECTRICAL CONTRACTOR TO COORDINATE LOCATION OF JUNCTION BOX FOR STORE SIGNS WITH SIGN VENDOR PRIOR TO ROUGH-IN.
- ELECTRICAL CONTRACTOR SHALL CONFIRM PARKING LOT LIGHTS ARE ON LANDLORDS HOUSE PANEL. IF THIS IS NOT THE CASE NOTIFY ROB HILLIS AT BIG LOTS IMMEDIATELY (614-278-6735).
- ELECTRICAL CONTRACTOR SHALL REMOVE ALL UNUSED ELECTRICAL EQUIPMENT, DEVICES, BOXES, WIRE AND CONDUIT BACK TO ITS SOURCE. **DO NOT** ABANDON UNUSED EQUIPMENT IN PLACE.
- CONTRACTOR SHALL NOT DEVIATE FROM PLANS. CIRCUITS TO BE RUN AS SHOWN.
- PER EXHIBIT "C" ALL EXTERIOR LIGHTING SHALL BE OPERATIONAL AND WORKING INCLUDING POLE LIGHTS, ENTRANCE/EXIT LIGHTING, BUILDING LIGHTS, ETC. PARKING LOT LIGHTING AS IS. ALL EXTERIOR LIGHTING IS TO BE ON A SEPARATELY METERED HOUSE PANEL IN THE LANDLORD'S NAME. CANOPY LIGHTING AND WALL PACKS SERVICING TENANT'S DEMISED PREMISES ARE TO BE ON BIG LOTS ELECTRICAL SERVICE.
- ELECTRICAL CONTRACTOR SHALL CHECK AND VERIFY CONDITION OF ALL EXTERIOR LIGHTING AT THE BEGINNING OF THE PROJECT. NOTIFY BIG LOTS IF ANY EXTERIOR LIGHTS ARE DAMAGED OR NOT WORKING PROPERLY. ALL EXTERIOR LIGHTING SHALL BE OPERATIONAL AND WORKING INCLUDING PARKING LOT LIGHTING POLE LIGHTS, ENTRANCE/EXIT LIGHTING, BUILDING LIGHTS, ETC.
- ELECTRICAL CONTRACTOR TO CONTACT ROB HILLIS (614-278-6735) PRIOR TO INSTALLING LIGHTING FIXTURES AND CIRCUITS.
- FOR SPACES WITH LOW CEILINGS UNDER A MEZZANINE OR ABOVE A MEZZANINE WHERE NEW LIGHTING IS BEING INSTALLED, ELECTRICAL CONTRACTOR IS TO INSTALL LIGHTING BETWEEN BAR JOIST AND PROVIDE ANY STRUT REQUIRED TO INSTALL THE LIGHTING.

LIGHTING LEGEND

	REMOTE EMERGENCY LIGHTING HEAD -COOPER LIGHTING - SURE LITES PART# APWR2		NEW 2X2 LED FLAT PANEL #22FP3240C (30W)
	EMERGENCY EXIT SIGN -COOPER LIGHTING - SURE LITES PART# APXTR		NEW 2X2 LED FLAT PANEL W/EMERGENCY BALLAST #22FP3240C - WIEBLED7W (30W) SEE LIGHTING NOTES 6, 7, AND 8 FOR WIRING INSTRUCTIONS.
	EMERGENCY EXIT SIGN - REMOTE CAPABLE -COOPER LIGHTING - SURE LITES, PART# APCH7R		NEW 2X2 LED FLAT PANEL W/EMERGENCY BALLAST #22FP3240C - WIEBLED7W (30W) SEE LIGHTING NOTES 6, 7, AND 8 FOR WIRING INSTRUCTIONS.
	CANOPY LIGHT -COOPER LIGHTING - HALO, PART# HC61SD010, HM612835, 61MDH1 NEW 2 LAMP 4FT STRIP -COOPER) #4SLES-2-T8-1P-B840-U -PHILIPS LAMP PART# 10.5/MAS/48-840/MF16/P		- MOTION ACTIVATED SWITCH LEVITON PART# ODS10-IDW (SEE NOTE #19 SHEET E-2)
	NEW 4 LAMP 8FT STRIP -COOPER) #8TSLES-2-T8-1P-B840-U -PHILIPS LAMP PART# 10.5/MAS/48-840/MF16/P		- LOW VOLTAGE CEILING SENSOR PART# OACDT1000 WITH COOPER #SPD20MNO-DUAL RELAY SWITCH PACK (SEE NOTE #20 SHEET E-2)
	NEW 4 LAMP 8FT EMERGENCY STRIP -COOPER) #8TLES-2-EL-12-T8-1P-B840-U -PHILIPS LAMP PART# 10.5/MAS/48-840/MF16/P SEE LIGHTING NOTES 6, 7, AND 8 FOR WIRING INSTRUCTIONS.		
	NEW 4 LAMP 8FT EMERGENCY STRIP -COOPER) #8TLES-2-EL-12-T8-1P-B840-U -PHILIPS LAMP PART# 10.5/MAS/48-840/MF16/P SEE LIGHTING NOTES 6, 7, AND 8 FOR WIRING INSTRUCTIONS.		

BIG LOTS STORE  
5601 US-10  
STEVENS POINT, WI 54482

DATE DRAWN:		DRAWN BY:		SCALE:	
12/12/2022		WP		3/32" = 1'-0"	

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BIG LOTS  
BIG LOTS STORES, LLC.

SHEET:

LIGHTING PLAN E-6

LANDLORD TO ENSURE ALL ELECTRICAL DISTRIBUTION EQUIPMENT HAS GROUNDING WIRES AS REQUIRED AND AS INDICATED ON THIS SHEET. MAKE ALL MODIFICATIONS IN FIELD AS REQUIRED TO PROVIDE GROUND WIRES TO EQUIPMENT THAT IS CURRENTLY UNGROUNDED.

LANDLORD TO DETERMINE AVAILABLE FAULT CURRENT AT SECONDARY OF UTILITY TRANSFORMER AND ENSURE MDP AND PANELBOARDS ARE RATED APPROPRIATELY FOR AVAILABLE FAULT CURRENT AT EACH.

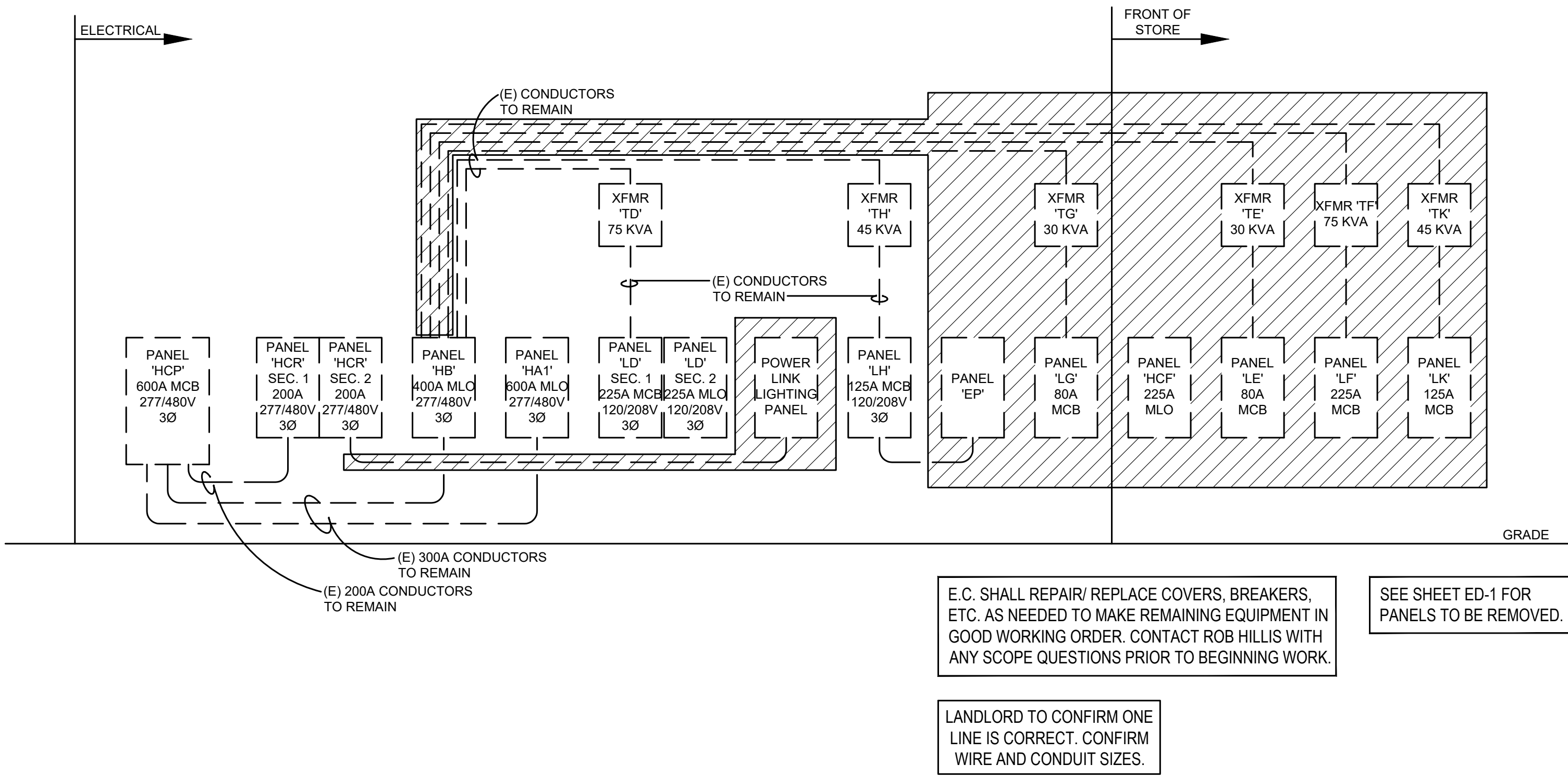
LEGEND


—

NEW

- - -

EXISTING




BIG LOTS STORES, LLC. STORE PLANNING DEPT. 4900 E. DUBLIN GRANVILLE RD COLUMBUS, OHIO 43081 PHONE: (614) 278-6800			BIG LOTS STORE 5601 US-10 STEVENS POINT, WI 54482		
DATE DRAWN:	SQUARE FOOTAGE				
12/12/2022	Area	SqFt			
DRAWN BY:	SALES FLOOR	28,810			
WP	TOTAL BUILDING	42,128			
SCALE:					
3/32" = 1'-0"					
<div><div><div><div>BIG LOTS STORES, LLC.</div><div>SHEET: E-7</div></div></div></div>					

POWER RISER DIAGRAM

[illegible]

DATE DRAWN:	SQUARE FOOTAGE	
12/12/2022	Area	SqFt
DRAWN BY:	SALES FLOOR	28,810
WP	TOTAL BUILDING	42,128
SCALE:		
3/32" = 1'-0"		



## PANEL SCHEDULES

NOTE TO MECHANICAL CONTRACTOR:

- ALL NEW ROOF TOP UNITS AND FACTORY CURBS TO BE SUPPLIED BY LANDLORD.
- ALL REPLACEMENT ROOF TOP UNITS TO BE SUPPLIED BY LANDLORD. ALL RELATED CURB ADAPTORS TO BE SUPPLIED BY MECHANICAL CONTRACTOR.
- CONTRACTOR TO TEST HVAC IN HEATING AND COOLING MODE BEFORE TURNING SPACE OVER TO BIG LOTS. PROVIDE HVAC UNIT START UP REPORT.
- MECHANICAL CONTRACTOR TO SEE SHEETS E-3 AND E-4 FOR ADDITIONAL EMS WORK TO BE COMPLETED.
- ALL CONTRACTORS ARE TO ENGAGE WITH LANDLORDS ROOFING CONTRACTOR FOR ALL ROOF PENETRATIONS, REPAIRS, ETC..
- MECHANICAL CONTRACTOR TO PROVIDE AIR BALANCE REPORT BY CERTIFIED COMPANY.
- MECHANICAL CONTRACTOR AND FIRE ALARM CONTRACTOR TO COMPLETE SMOKE TEST OF ALL RTU UNITS PRIOR TO LIFE SAFETY.
- MECHANICAL CONTRACTOR TO INSTALL NEW MERV-8 FILTER ON ALL NEW RTUS WHEN UNITS ARE SET. MECHANICAL CONTRACTOR TO INSTALL NEW MERV-8 FILTERS ON EXISTING UNITS AT THE BEGINNING OF THE PROJECT. REPLACE WITH NEW FILTERS PRIOR TO TURNOVER TO BIG LOTS FOR ALL UNITS.
- MECHANICAL CONTRACTOR TO ORDER AES DROP BOXES OR EP CUSTOM PRODUCTS FOR CONCENTRIC DIFFUSERS ONE WEEK PRIOR TO CONSTRUCTION START DATE. MECHANICAL CONTRACTOR TO CONTACT AES FOR DROP BOX QUOTES. 800-786-0402. CONTACT EP CUSTOM PRODUCTS FOR CONCENTRIC DIFFUSER QUOTES 716-864-4069.
- CONTRACTOR TO CONTACT GAS UTILITY COMPANY AT THE BEGINNING OF THE PROJECT TO VERIFY EXISTING AVAILABLE GAS PRESSURE MATCHES DESIGN. NO GAS PIPING SHALL BE ORDERED OR INSTALLED UNTIL THE MECHANICAL CONTRACTOR CONFIRMS WITH THE UTILITY GAS COMPANY THE PRESSURE THAT WILL BE DELIVERED TO THE SITE. CONTRACTOR TO PROVIDE GAS METER NUMBER TO BIGLOTS.
- ALL OTHER HVAC EQUIPMENT TO BE VERIFIED AS EXISTING AND TO BE PUT INTO GOOD WORKING CONDITION. THIS MAY BE A REQUIREMENT OF THE LEASE AS A LANDLORD RESPONSIBILITY.
- MECHANICAL CONTRACTOR IS RESPONSIBLE FOR THE FINAL T&B AND WILL PROVIDE ANY DRIVES OR BELTS TO MEET THE ACTUAL CONDITIONS.
- MECHANICAL CONTRACTOR IS RESPONSIBLE TO INSTALL GASKET ON TOP OF THE NEW CURB BEFORE SETTING RTU UNIT.
- MECHANICAL CONTRACTOR TO SET HIGH LIMIT SHUT OFF FOR ECONOMIZER TO 65°F AND BALANCE MINIMUM OUTSIDE AIR DAMPER TO VALUE IN RTU SCHEDULE ON M-2.
- MECHANICAL CONTRACTOR TO REMOVE ALL EXISTING HVAC CONTROLS NOT COMPATIBLE WITH SIEMENS CONTROLS. INCLUDING BUT NOT LIMITED TO NOVAR CONTROLS. REFER TO E-3, E-4, AND M-1 FOR NEW SIEMENS CONTROLS SCOPE OF WORK. SIEMENS DZC CONTROLLERS ARE WIRED AS CONVENTIONAL THERMOSTAT CONTROL.
- PROVIDE AIR BALANCE REPORT AND START UP REPORT TO BIG LOTS BY END DATE ON PROJECT. MECHANICAL CONTRACTOR IS TO HAVE ECONOMIZER PROGRAMMED PER DRAWINGS BEFORE CONSTRUCTION END DATE.

MECHANICAL CONTRACTOR TO READ EVERY GENERAL AND CODED NOTE BEFORE STARTING CONSTRUCTION.

MECHANICAL CONTRACTOR IS TO CONTACT THE LOCAL RHEEM REP. TO BE PRESENT AND OVERSEE THE MECHANICAL CONTRACTOR PERFORMING THE HVAC COMMISSIONING STARTUP OF EACH PIECE OF EQUIPMENT.

CODED NOTES: #

- MECHANICAL CONTRACTOR TO PROVIDE RTU ID TAG AT BOTTOM OF DROP BOX DIFFUSER.
- NEW ROOF TOP UNIT AND CURB FURNISHED BY LANDLORD AND INSTALLED BY MECHANICAL CONTRACTOR. PROVIDE ALL NECESSARY ROOF OPENINGS FOR NEW UNIT. FIELD VERIFY ROOF CONDITIONS.
- NEW 4 - WAY DROP BOX WITH DRUM DIFFUSER FURNISHED AND INSTALLED BY MECHANICAL CONTRACTOR. BOTTOM OF BOX DIFFUSERS TO BE 6" ABOVE LIGHT FIXTURE. MAKE CONNECTIONS FROM DUCT TO DIFFUSER WITH METAL DUCT. ADJUST AIR PATTERN FOR EVEN THROW. DROP BOX TO BE PURCHASED THROUGH AES. DROP BOX TO BE PURCHASED THROUGH AES. DROP BOX QUOTES (800)-786-0402.
- NEW 2 - WAY DROP BOX WITH DRUM DIFFUSER AND OBD DAMPERS FURNISHED AND INSTALLED BY MECHANICAL CONTRACTOR. MAKE CONNECTIONS FROM DUCT TO DIFFUSER WITH METAL DUCT. ADJUST AIR PATTERN FOR EVEN THROW. SEE SHEET M-2 FOR MOUNTING INFORMATION. DROP BOX TO BE PURCHASED THROUGH AES. DROP BOX TO BE PURCHASED THROUGH AES. DROP BOX QUOTES (800)-786-0402.
- EXTEND RETURN AIR DUCT AND PROVIDE BALANCING DAMPER. BALANCE RETURN AIR TO CFM SHOWN ON PLAN.
- MECHANICAL CONTRACTOR TO TEST UNIT IN HEATING AND COOLING. PROVIDE BIG LOTS WITH TEST REPORT.
- NEW RTU LOCATION CAN BE ADJUSTED TO BEST UTILIZE THE BUILDING STRUCTURE. ANY ADJUSTMENT MUST BE REVIEWED AND APPROVED BY A BIG LOTS REPRESENTATIVE.
- AIR DEVICES IN CASH/COUNT OFFICES MUST BE SECURED TO CEILING STRUCTURE TO PREVENT REMOVAL.
- MECHANICAL CONTRACTOR TO PROVIDE NEW BALANCING DAMPER.
- MECHANICAL CONTRACTOR TO INSTALL NEW MERV-8 FILTER ON ALL NEW RTUS AT THE BEGINNING OF PROJECT. REPLACE WITH NEW FILTERS PRIOR TO TURNOVER TO BIG LOTS.

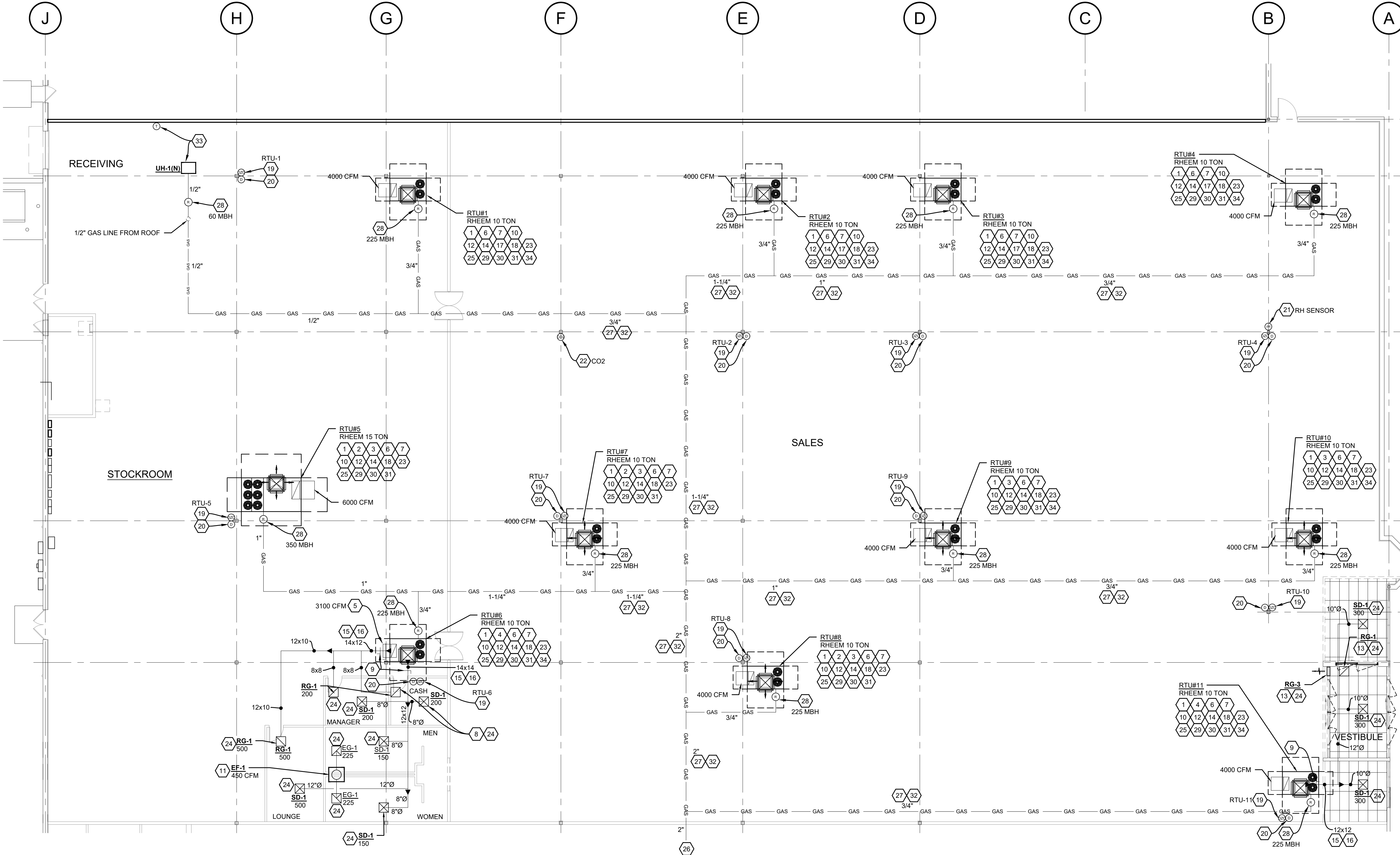
- NEW EXHAUST FAN SHALL BE USED FOR RESTROOM EXHAUST. SEE FAN SCHEDULE ON SHEET M-2 FOR FAN CONTROL INFORMATION. PROVIDE 14"x14" EXHAUST DUCT UP TO FAN UP THRU ROOF. PROVIDE NEW CURB. NEW FAN PROVIDED BY MECHANICAL CONTRACTOR.
- MECHANICAL CONTRACTOR TO PROVIDE FULL SIZE RETURN AIR OPENING. KEEP OPENING AS TIGHT TO STEEL AS POSSIBLE. MECHANICAL CONTRACTOR TO PROVIDE ALL ROOF AND DUCT MODIFICATIONS AS NEEDED. PROVIDE 1/2" SCREEN OVER OPENING. SEE DETAIL ON M-2.
- TRANSFER / R.A. GRILLES: MECHANICAL CONTRACTOR SHALL PROVIDE AND INSTALL TRANSFER / R.A. GRILLES AS INDICATED ON DRAWINGS. GRILLES SHALL BE OF ADEQUATE SIZE PER DELIVERED CFM FOR SPACE.
- CONDENSATE TO BE ROUTED TO SPLASH BLOCK.
- NEW DUCTWORK SIZED TO BE RECTANGULAR. ROUND SPIRAL DUCT MAY BE USED IF DESIGNED FOR EQUAL PRESSURE LOSS. PROVIDED BY MECHANICAL CONTRACTOR.
- MECHANICAL CONTRACTOR TO PROVIDE ALL DUCTWORK WITH INTERNAL INSULATION.
- NEW 3 - WAY DROP BOX WITH DRUM DIFFUSER FURNISHED AND INSTALLED BY MECHANICAL CONTRACTOR. BOTTOM OF BOX DIFFUSERS TO BE 6" ABOVE LIGHT FIXTURE. MAKE CONNECTIONS FROM DUCT TO DIFFUSER WITH METAL DUCT. ADJUST AIR PATTERN FOR EVEN THROW. DROP BOX TO BE PURCHASED THROUGH AES. DROP BOX TO BE PURCHASED THROUGH AES. DROP BOX QUOTES (800)-786-0402.
- NEW SUPPLY DUCT SENSOR INSTALLED TO EMS SYSTEM.
- NEW DZC TEMPERATURE SENSOR TO BE MOUNTED AT 66" A.F.F. SEE SHEET E-4 FOR MORE INFORMATION.
- CONTRACTOR TO PROVIDE AND INSTALL TEST KEY SWITCH FOR DUCT DETECTOR.
- HUMIDITY SENSOR MOUNT AT 72" A.F.F.

- CO2 SENSOR MOUNT AT 72" A.F.F.
- NEW RTU UNIT WITH DUCT SMOKE DETECTOR IN RETURN AIR. CONFIRM WITH AUTHORITY HAVING JURISDICTION IF REQUIRED IN SUPPLY AIR. IF NEEDED MECHANICAL CONTRACTOR TO PROVIDE DUCT DETECTOR FOR SUPPLY AIR. MECHANICAL CONTRACTOR TO INSTALL NEW DUCT DETECTOR IF EXISTING RTU SUPPLIED BY LANDLORD IS NOT PROVIDED WITH DETECTOR.
- PROVIDE NEW SUPPLY DIFFUSERS, EXHAUST GRILLES AND RETURN GRILLES AS SHOWN ON PLAN. SIZE PER CFM SHOWN.
- SMOKE DETECTOR TO BE CONNECTED TO FIRE ALARM SYSTEM.
- EXTEND AND CONNECT NEW MEDIUM PRESSURE 2 PSI GAS PIPING INTO EXISTING NATURAL GAS SERVICE WITH EXISTING METER. VERIFY EXACT LOCATION IN FIELD.
- CONTRACTOR TO SUPPLY AND INSTALL BLACK POLYCARBONATE CONSTRUCTED PILLOW BLOCK PIPE SUPPORTS. UNITS TO BE MIRO #24R OR SIMILAR. PROVIDE SUPPORTS FOR GAS PIPING EVERY 10'-0" O.C. AND AT ALL CHANGES IN DIRECTION. INCREASE IN HEIGHT AS REQUIRED FOR ROUTING ABOVE ANY ROOF MOUNTED ACCESSORIES SUCH AS EXPANSION JOINTS. GAS LINES ABOVE ROOF TO BE PAINTED YELLOW. USE METAL PRIMER AND TOP COAT PAINT.
- CONTRACTOR TO PROVIDE GAS PRESSURE REGULATOR, UNION, SHUT OFF VALVE AND DIRT LEG AND MAKE FINAL CONNECTION AT ROOFTOP UNIT.
- THE INSTALLING CONTRACTOR IS RESPONSIBLE FOR THE FINAL TEST & BALANCE AND IS RESPONSIBLE TO PROVIDE ANY DRIVES OR BELTS TO MEET THE ACTUAL CONDITIONS. MECHANICAL CONTRACTOR IS TO CONTACT ROB HILLIS WITH BIG LOTS FOR PROGRAMMING OF THE ECONOMIZER. WORK TO BE COMPLETED BY CONSTRUCTION END DATE.
- DASHED LINE IS FOR UNIT CLEARANCES. (TYPICAL)

- ALL DUCT MOUNTED SMOKE DETECTORS ARE TO BE CONNECTED TO FIRE ALARM SYSTEM. TO BE COORDINATED WITH GC PRIOR TO BID. MECHANICAL CONTRACTOR IS TO ENSURE SMOKE DETECTOR IS CONNECTED TO FIRE ALARM SYSTEM. MECHANICAL CONTRACTOR SHALL CARRY THE COST OF ROOFTOP UNITS SMOKE DETECTORS TO BE WIRED AND CONNECTED TO THE FIRE ALARM SYSTEM BY THE FIRE ALARM CONTRACTOR.
- GAS LINES TO BE PAINTED YELLOW. USE METAL PRIMER AND TOP COAT PAINT.
- NEW UNIT HEATER FURNISHED AND INSTALLED BY MECHANICAL CONTRACTOR. SEE M-2 EQUIPMENT SCHEDULE. ROUTE 4" TYPE "B" VENT UP THRU ROOF. TERMINATE WITH ROOF CAP, STORM COLLAR AND FLASHING. SEAL WATER TIGHT. THERMOSTAT TO BE SET TO 55 DEGREES.
- NEW ROOF TOP UNIT FURNISHED BY LANDLORD. NEW CURB ADAPTOR SUPPLIED AND INSTALLED BY GC. CONTRACTOR TO REMOVE EXISTING CURB ADAPTOR DOWN TO ORIGINAL CURB. ENSURE CURB ADAPTOR RAISES RTU AT LEAST 18" ABOVE ROOF TO ACCOMMODATE SNOW BUILDUP.

HVAC LEGEND	
	DIFFUSER DESIGNATION
	THERMOSTAT
	DIGITAL ZONE CONTROL
	RELATIVE HUMIDITY SENSOR
	CO2 SENSOR
	NEW DUCTWORK BY HVAC CONTRACTOR
	GAS PIPING
	GAS REGULATOR
	DUCT DETECTOR TEST KIT
	DUCT TRANSITION OR TAKEOFF
	SUPPLY AIR
	RETURN AIR
	EXHAUST FAN
	DUCT SMOKE DETECTOR
	REMOTE TEST STATION
	GAS UNIT HEATER
	FLEXIBLE CONNECTION
	TRANSFER GRILLE
	SIDEWALL REGISTER

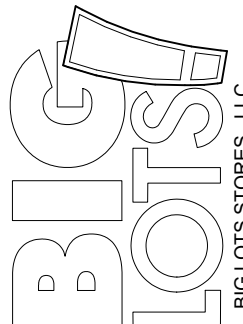
LANDLORD TO PREPARE AND PROVIDE MECHANICAL HVAC PLAN FOR BIG LOTS REVIEW AND APPROVAL



BIG LOTS STORE  
5601 US-10  
STEVENS POINT, WI 54482

DATE DRAWN:	SQUARE FOOTAGE		DRAWN BY:
	Area	SqFt	
12/12/2022		28,810	ML
	SALES FLOOR		
SCALE:	TOTAL BUILDING		3/32" = 1'-0"
	42,128		

BIG LOTS STORES, LLC.  
STORE PLANNING DEPT.  
4900 E. DUBLIN GRANVILLE RD  
COLUMBUS, OHIO 43081  
PHONE: (614) 278-6800



SHEET:

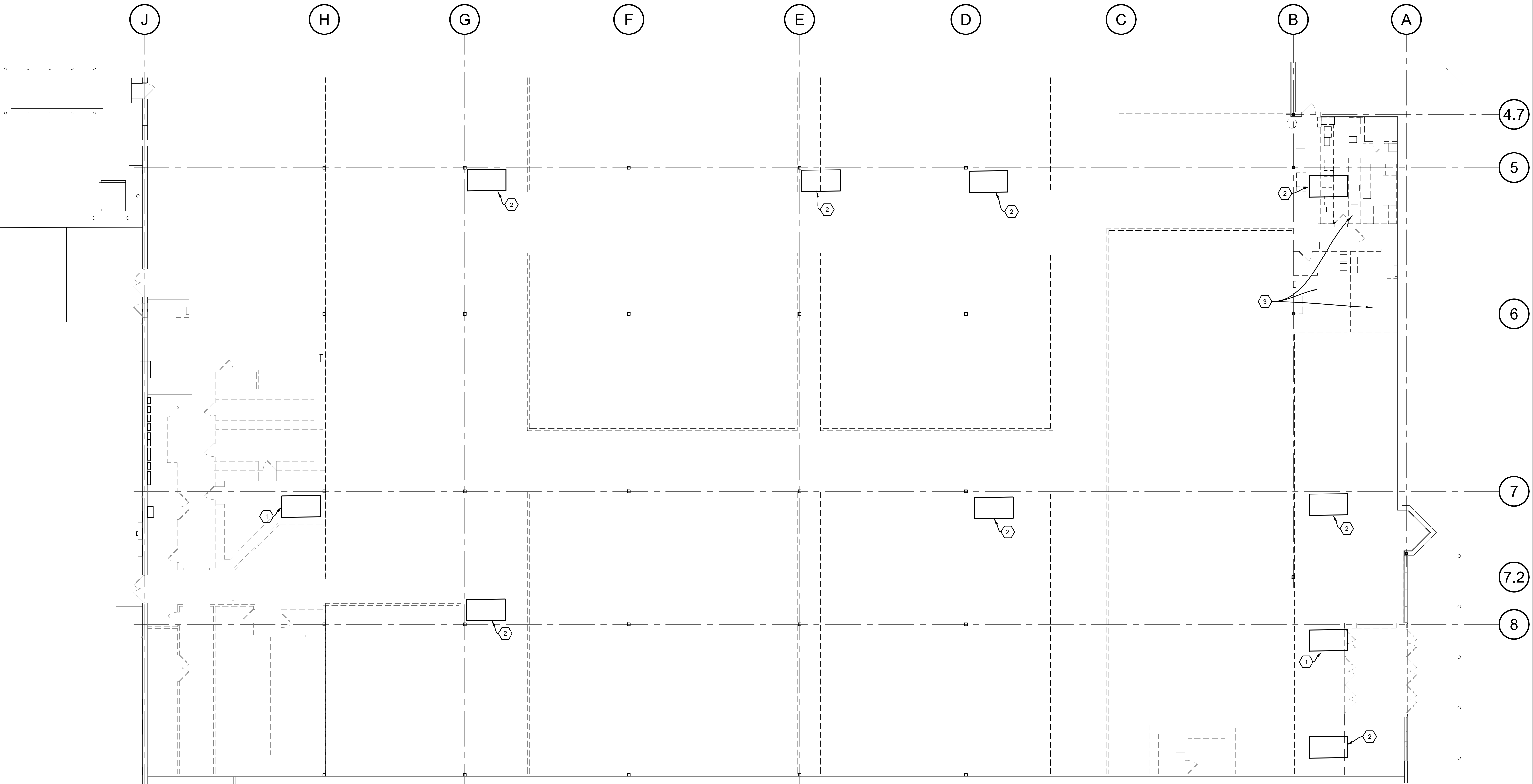
M-1

MECHANICAL PLAN







DEMO CODED NOTES:

1. LANDLORD TO REMOVE EXISTING ROOFTOP UNIT. EXISTING CURB TO BE CAPPED. INSTALL 3/4" PLYWOOD AND CAP CURB WITH TAMPER RESISTANT SCREWS. REMOVE ALL ADAPTORS. LANDLORD TO COMPLETE ALL ROOF WORK. REMOVE ALL DUCT WORK AND ASSOCIATED GRILLES AND DIFFUSERS. REMOVE ALL ASSOCIATED ELECTRICAL BACK TO SOURCE.
2. LANDLORD TO REMOVE EXISTING ROOFTOP UNIT. CURB AND ALL EXISTING DUCT WORK AND ASSOCIATED GRILLES AND DIFFUSERS. ALL REMOVED MATERIALS TO BE DISPOSED OF PROPERLY. EXISTING ROOF OPENING TO REMAIN AND BE REUSED FOR NEW WORK. REFER TO M-1 FOR NEW MECHANICAL WORK.
3. EXISTING PLUMBING FIXTURES IN THIS AREA TO BE DISCONNECTED AND REMOVED IN THEIR ENTIRETY. REMOVE SANITARY PIPING BACK TO BELOW FLOOR AND WATER LINES BACK TO CEILING SPACE. ALL PIPING TO BE CAPPED WATER TIGHT.

NOTE: MECHANICAL CONTRACTOR TO  
SEE SHEET M-3 FOR ADDITIONAL DEMO  
INFORMATION.

NOTE: ELECTRICAL CONTRACTOR TO  
SEE SHEET ED-1 FOR ADDITIONAL  
DEMO INFORMATION

NOTE: PLUMBING CONTRACTOR TO  
SEE SHEET M-3 AND P-1 FOR  
ADDITIONAL DEMO

NOTE: DEMO CONTRACTOR NOT TO REMOVED ANY PANELS UNTIL ELECTRICAL CONTRACTOR CONFIRMS NO EXTERIOR LIGHTS CIRCUITS ARE ON PANEL BEING REMOVED. CONTACT BIG LOTS IF EXTERIOR CIRCUITS ARE IN PANEL

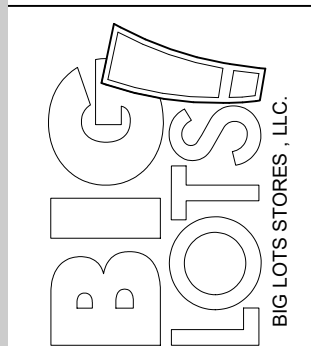
MECHANICAL CONTRACTOR TO REMOVE ALL EXISTING HVAC CONTROLS NOT COMPATIBLE WITH SIEMENS CONTROLS, INCLUDING BUT NOT LIMITED TO NOVAC CONTROLS. REFER TO E-3, E-4, M-1 FOR NEW SIEMENS CONTROLS SCOPE OF WORK. SIEMENS DZC CONTROLLERS ARE WIRED AS CONVENTIONAL THERMOSTAT CONTROL.

## MECHANICAL DEMOLITION PLAN

SHEET:  
M-3

DATE DRAWN:	SQUARE FOOTAGE	
12/12/2022	Area	SqFt
DRAWN BY:	SALES FLOOR	28,810
ML	TOTAL BUILDING	42,128
SCALE:		
3/32" = 1'-0"		

BIG LOTS STORE  
5601 US-10  
STEVENS POINT, WI 54482



DIVISION 15 - MECHANICAL PLUMBING

1. PROVIDE ALL LABOR, EQUIPMENT, AND MATERIALS NECESSARY TO EXECUTE THE PLUMBING WORK INDICATED ON THE DRAWINGS, AND AS REQUIRED BY LOCAL CODES AND ORDINANCES.
2. PAY ALL FEES AND ARRANGE FOR EXECUTION OF ALL TAPS, METERS WITH REQUIRED ENCLOSURES (IF ANY), ETC. INHERENT TO THE INSTALLATION OF NEW PLUMBING SERVICE.
3. PLUMBING WORK FOR THIS CONTRACT SHALL INCLUDE ALL PIPING FOR DOMESTIC HOT AND COLD WATER LINES AND SANITARY LINES, HOOKUP OF ALL FIXTURES SCHEDULED ON THE DRAWINGS, AND INSTALLATION OF DESIGNATED PIPING RUNS. WORK SHALL ALSO INCLUDE ALL GAS PIPING AND EQUIPMENT CONNECTIONS WHERE REQUIRED.
4. ALL ITEMS SUCH AS FITTINGS, ETC. NOT MENTIONED BUT UNDERSTOOD TO BE NECESSARY TO COMPLETE THE PLUMBING SYSTEM SHALL BE INCLUDED.
5. SOIL, WASTE, AND VENT PIPING TO BE OF MATERIAL APPROVED BY LOCAL CODES. PVC, DWV DIPPING AND FITTINGS TO BE SCHEDULE 40 AS A MINIMUM.
6. PROVIDE CLEANOUTS FOR SOIL AND WASTE LINES AS SHOWN ON DRAWINGS, AND OF TYPE APPROVED BY LOCAL CODES.
7. ALL WATER SUPPLY PIPING BELOW GROUND SHALL BE TYPE X SOFT COPPER TUBING, (AVOID FITTINGS BELOW SLAB WHENEVER POSSIBLE), ALL WATER SUPPLY PIPING ABOVE GROUND SHALL BE TYPE 1 HARD COPPER TUBING.
8. PROVIDE FOR DRAINING WATER SYSTEM, AND CAP ALL STUBS UNTIL FINISH WORK IS INSTALLED. INSTALL DRAIN VALVE AT WATER METER WITH 3/4" HOSE THREAD AND VACUUM BREAKER.
9. PROVIDE STOPS ON WATER SUPPLIES TO EACH FIXTURE.
10. GAS PIPING FOR HEATING SYSTEMS WITH GAS-FIRED EQUIPMENT SHALL BE INCLUDED IN THIS CONTRACT. GAS PIPING SHALL BE STANDARD WEIGHT, BLACK STEEL PIPE, SCHEDULE 40. HOT AND COLD HOT WATER PIPING TO WARM SIDE OF INSULATION TO PROHIBIT FREEZING. INSULATION SHALL MEET FLAM SPREAD AND SMOKE DEVELOPED RATINGS REQUIRED BY LOCAL CODES.
11. INSULATE ALL COLD AND HOT WATER PIPING WITH ARMSTRONG COMPANY ARMAFLEX 1" PIPE INSULATION. SEAL JOINTS WITH ARMSTRONG 520 ADHESIVE. IMPORTANT - HOLD ALL COLD AND HOT WATER PIPING TO WARM SIDE OF INSULATION TO PROHIBIT FREEZING. INSULATION SHALL MEET FLAM SPREAD AND SMOKE DEVELOPED RATINGS REQUIRED BY LOCAL CODES.

12. PLUMBING FIXTURES SHALL BE FINISHED AND INSTALLED WHERE SHOWN ON THE DRAWINGS. ALL FIXTURE FITTINGS AND EXPOSED FIXTURE PIPING SHALL BE BRASS CHROMIUM PLATED. ALL TRAPS SHALL BE CAST BRASS. ALL FIXTURES SHALL BE BONE. FIXTURES SHALL BE AS MANUFACTURED BY AMERICAN STANDARD, KOHLER OR CRANE AND EQUAL IN ALL RESPECTS TO FIXTURES SPECIFIED. CLOSET SEATS SHALL BE BEMIS.

WATER CLOSET (WC-1)

NO. 2234.001	AMERICAN STANDARD: ELONGATED "WHITE" WATER-SAVER "MADERA" VITREOUS CHINA TOILET
NO. 169	MCQUIRE FLEXIBLE SUPPLY STOP
NO. 95	ELONGATED "OLSONITE" #95 OPEN FRONT SEAT. NOT SELF-SUSTAINING HINGE
NO. 111-1.28	SLOAN FLUSH VALVE

**WATER CLOSET (WC-2)**

NO. 3043.001	AMERICAN STANDARD: ELONGATED "WHITE" WATER-SAVER "MADERA" VITREOUS CHINA TOILET 17" RIM HEIGHT
NO. 169	MCGUIRE FLEXIBLE SUPPLY STOP
NO. 95	ELONGATED "OLSONITE" #95 OPEN FRONT SEAT. NOT SELF-SUSTAINING HINGE
NO. 111-1.28	SLAON FLUSH VALVE

LAVATORY (LAV-1)

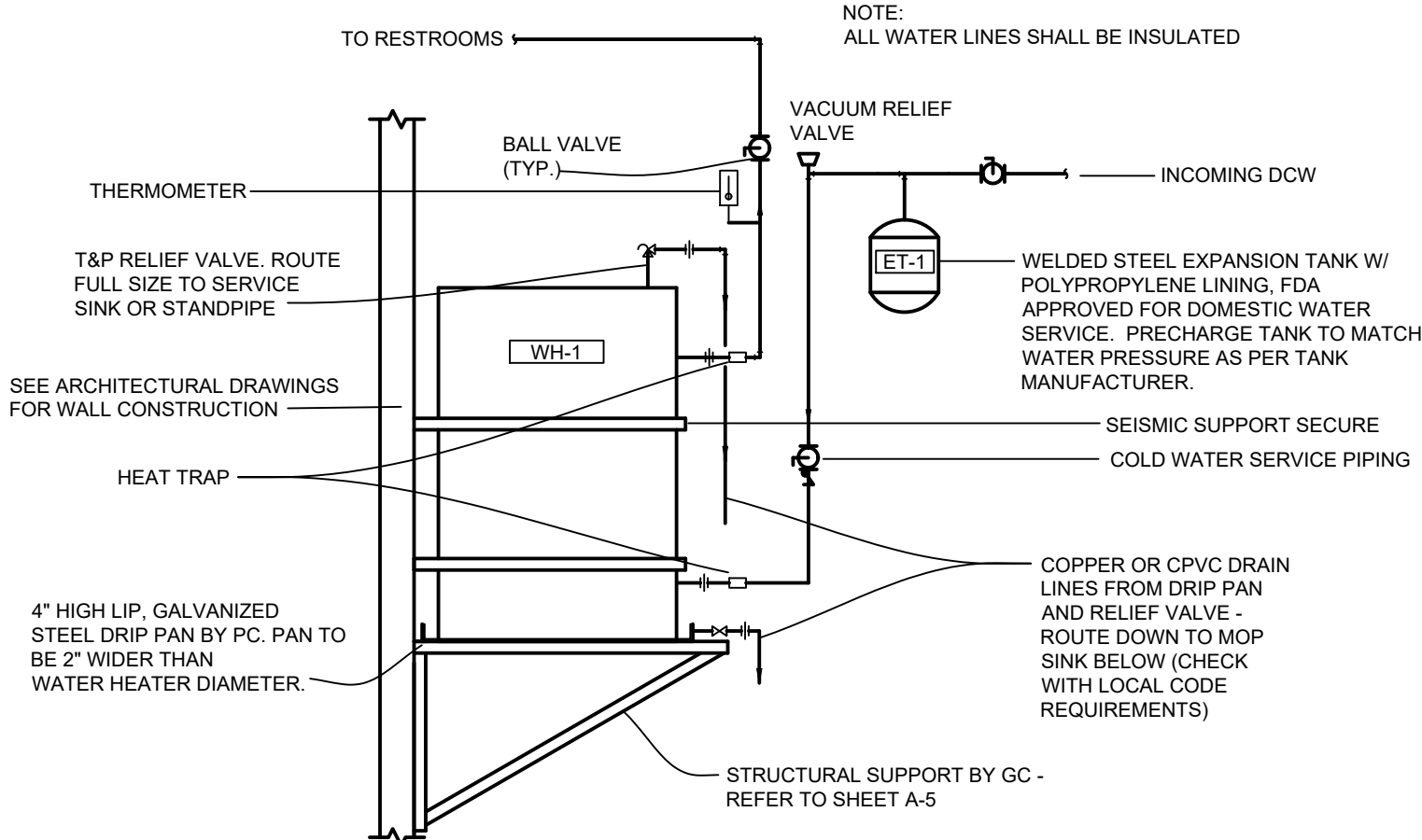
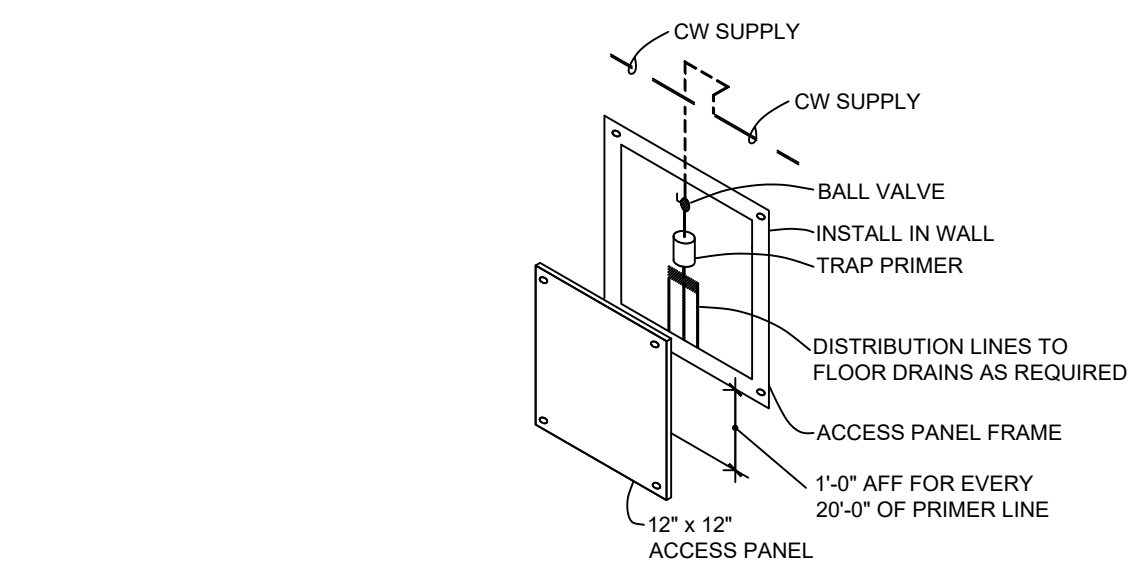
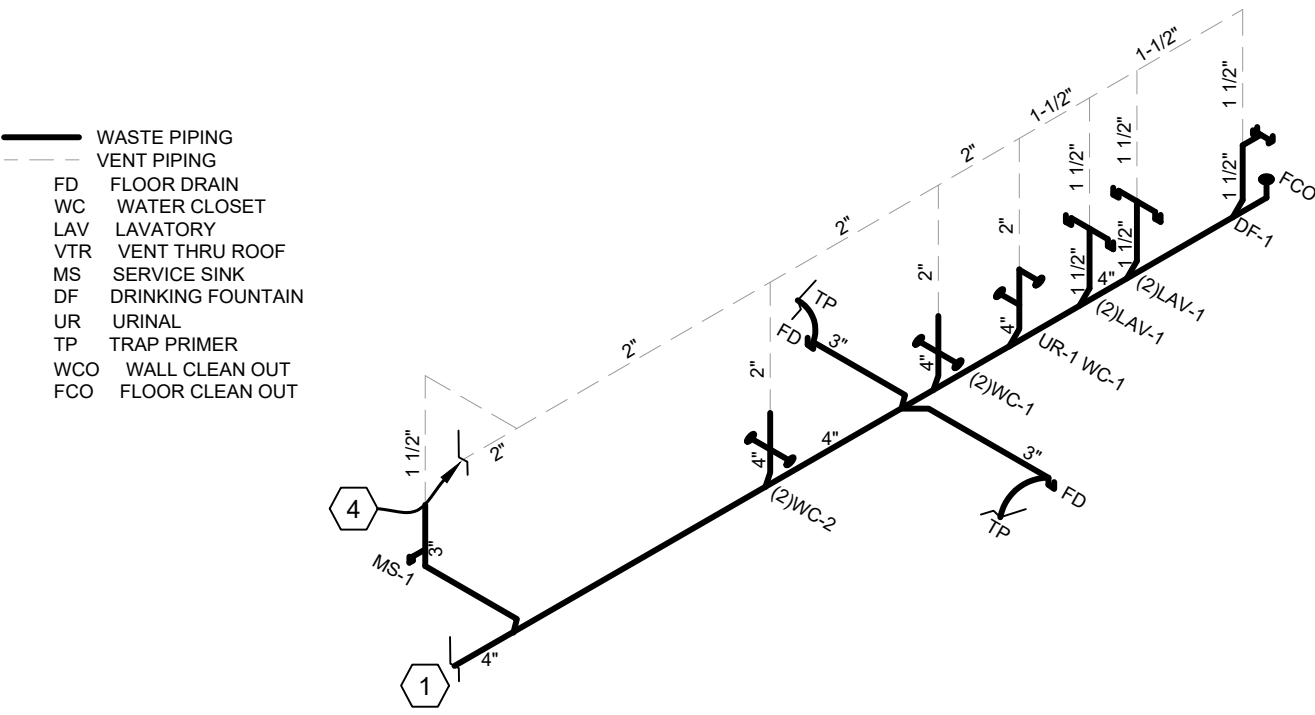
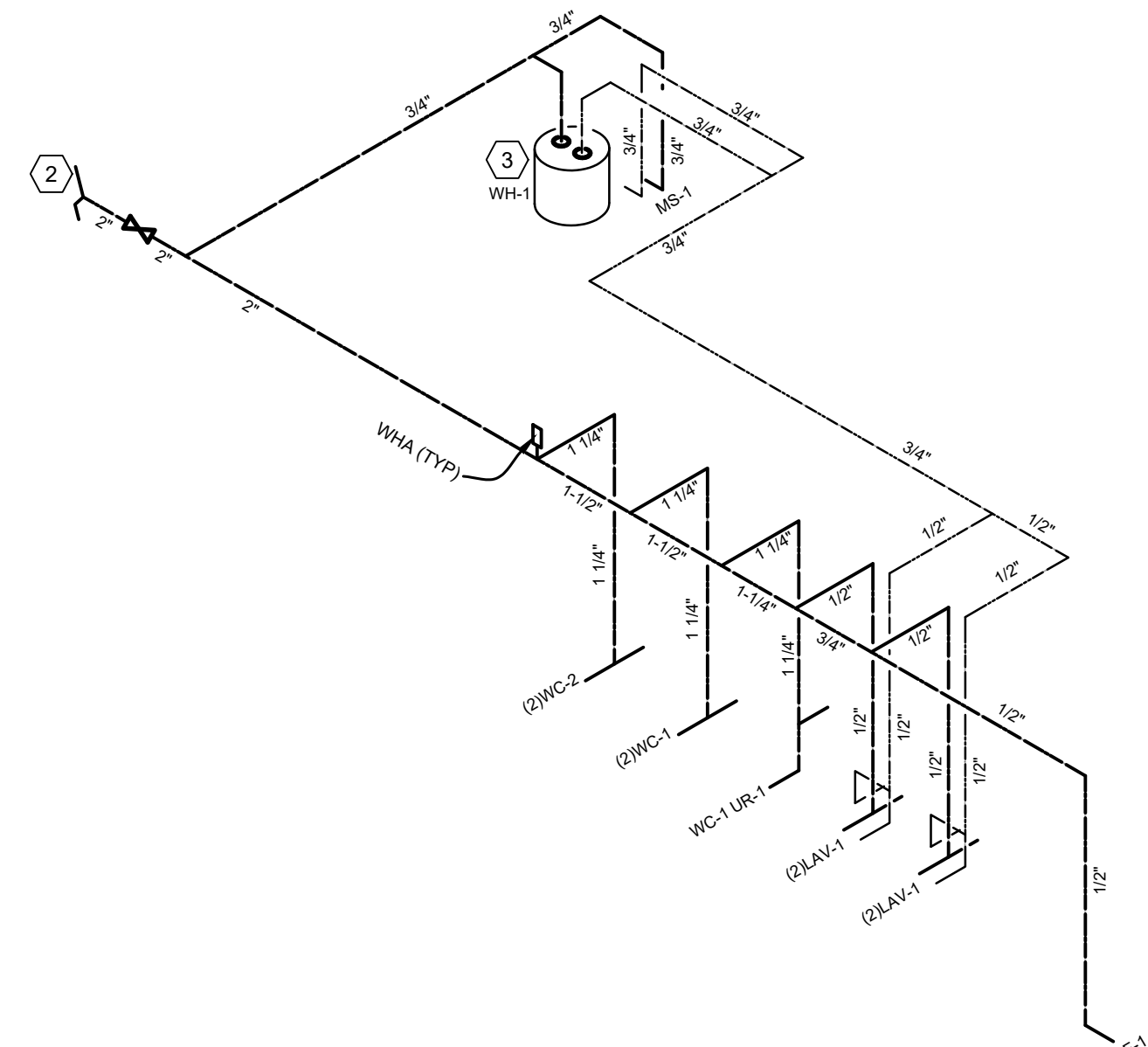
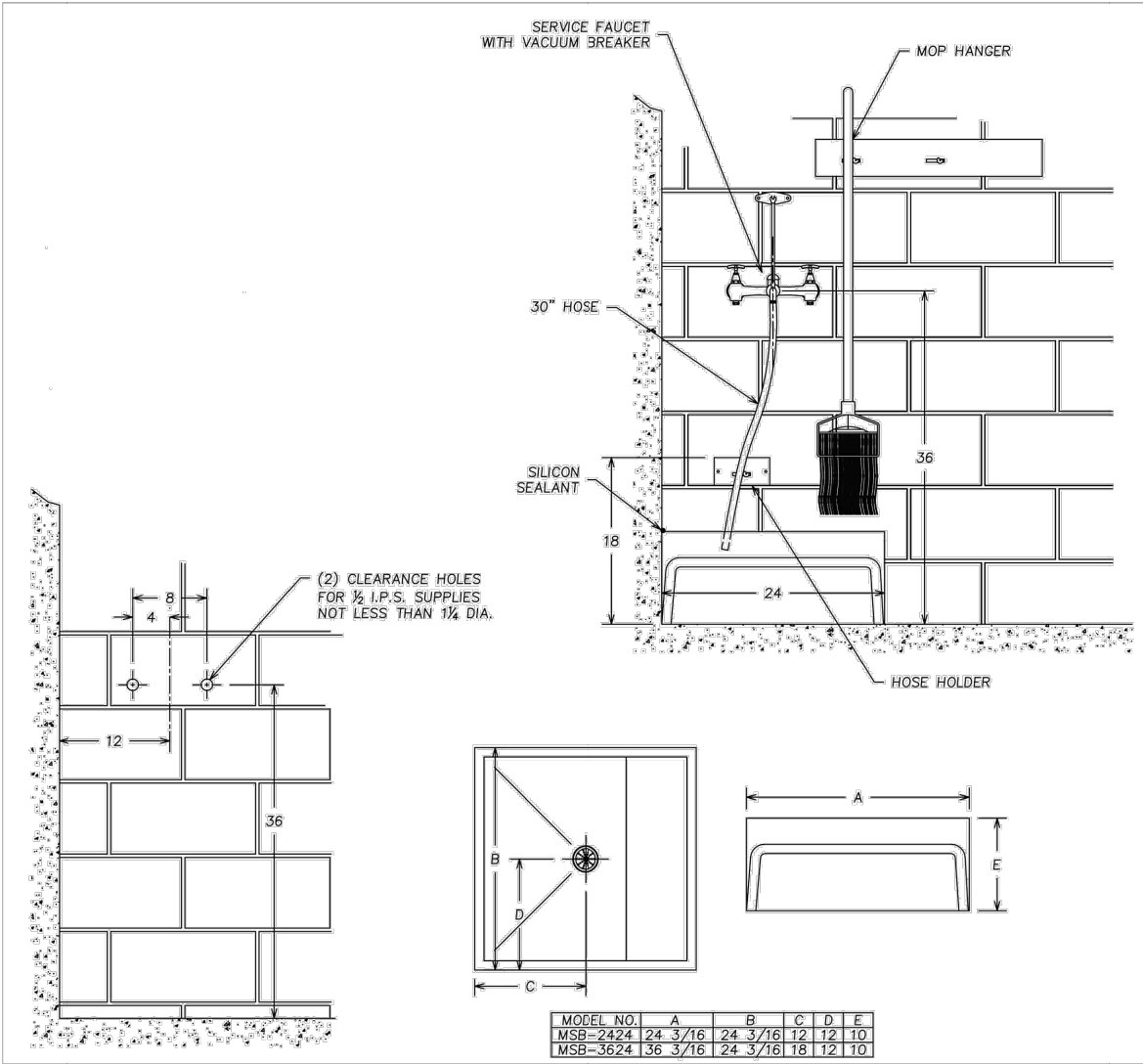
NO. 0356.421	AMERICAN STANDARD, WALL MOUNT, CONCEALED ARMS
NO. 8872	MCGUIRE ADJUSTABLE CAST BRASS "P" TRAP WITH TUBING DRAIN TO WALL 1 1/4"X 1 1/2" INLET AND OUTLET, CLEANOUT PLUG ESCUTCHEON
NO. 701-HDF	DELTA FAUCET WITH GRID STRAINER
NO. 167	MCGUIRE FLEXIBLE TUBE RISER, WHEEL HANDLE STOP, ESCUTCHEON, PROVIDE WITH WALL HANGERS

URINAL (UR-1)

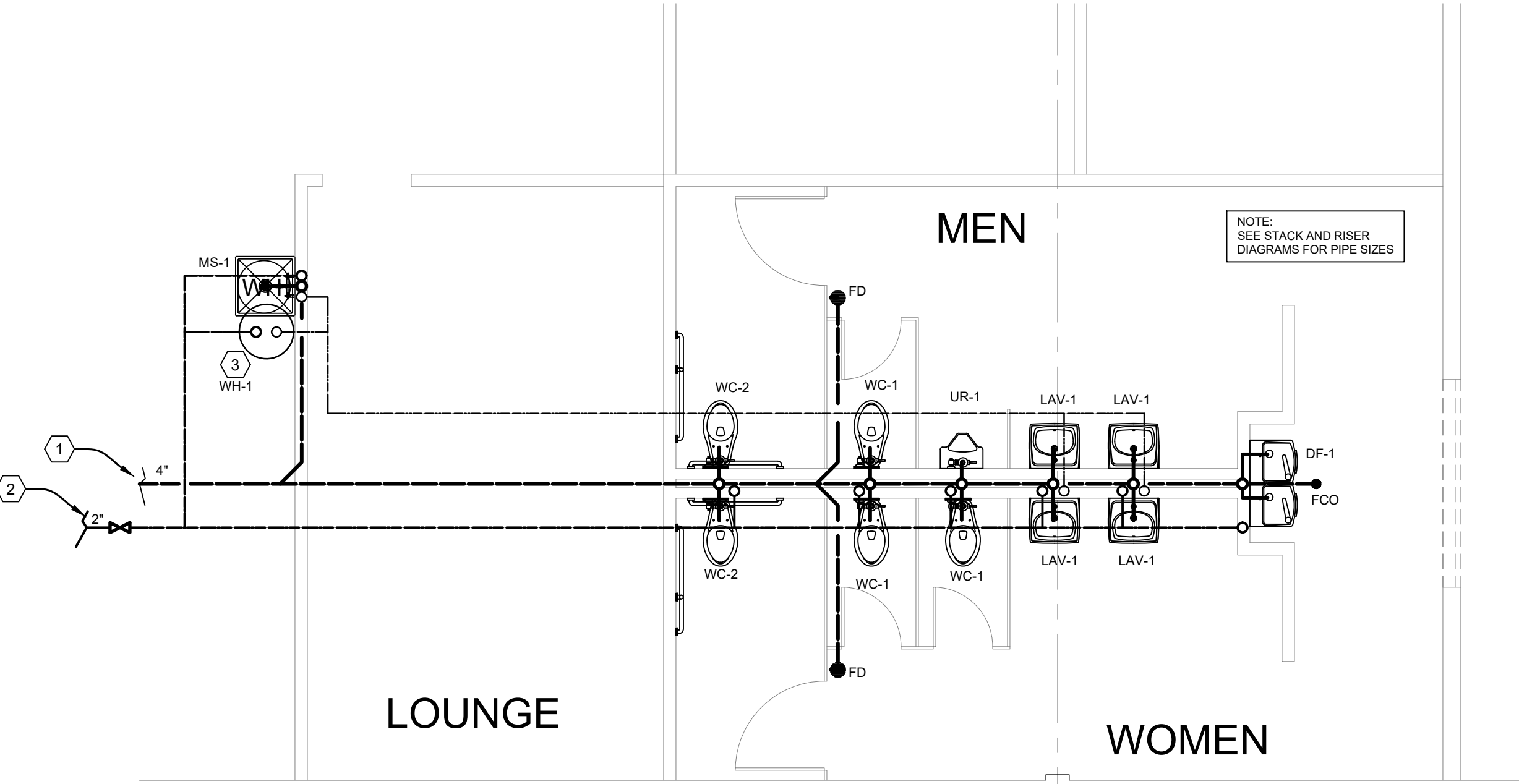
NO. WEUS-1002.1401-0.25  
SLOAN: "OPTIMA PLUS" WHITE VITREOUS CHINA, WASHDOWN FLUSH ACTION, WALL HUNG, PROVIDE STRAINER

#### FIXTURES AND EQUIPMENT:

FIXTURES AND EQUIPMENT BY OTHERS. ROUGH-IN AND FINAL CONNECTIONS OF REQUIRED WASTE, VENT, AND WATER SUPPLY PIPING BY PLUMBING CONTRACTOR. ALL SUPPLY PIPING SHALL BE VALVED.



ITEM	DESCRIPTION	ROUGH-IN PIPING					SPECIFICATIONS				REMARKS
		WASTE	VENT	HOT WATER	COLD WATER	WSFU	MFR.	MODEL	COLOR	ACCESSORIES	
WC-1	WATER CLOSET	4"	2"		1"	10	AMERICAN STANDARD	2234.001	WHITE	SLOAN FLUSHOMETER ROYAL 111-1.28	1.28 GPF
WC-2	WATER CLOSET	4"	2"		1"	10	AMERICAN STANDARD	3043.001	WHITE	SLOAN FLUSHOMETER ROYAL 111-1.28	① 1.28 GPF
UR-1	URINAL	2"	1 1/2"		3/4"	5	SLOAN	WEUS-1002.1001-0.25	WHITE		.25 GPF
LAV-1	LAVATORY	1 1/2"	1 1/2"	1/2"	1/2"	2	AMERICAN STANDARD	0356.421	WHITE	DELTA 87T105	①⑥
MS-1	MOP SINK	3"	1 1/2"	1/2"	1/2"	3	FIAT	MSB-24C		830 AA 1453 BB	
DF-1	DRINKING FOUNTAIN	1 1/2"	1 1/2"		1/2"	0.5	ELKAY	EZSTL8LC	GRAY	EZSTL8LC	① DUAL HEIGHT
FCO	FLOOR CLEAN OUT						ZURN	ZN1400-HD			
FD	FLOOR DRAIN	3"					ZURN	ZN400C			
WH-1	20 GALLON ELECTRIC WATER HEATER			3/4"	3/4"		A.O. SMITH	DEL-20			②③④
TP	TRAP PRIMER				1/2"		PRECISION PLUMBING PRODUCTS	FR-500			⑤
WHA	WATER HAMMER ARRESTOR				LINE SIZE		PRECISION PLUMBING PRODUCTS	SC			
WCO	WALL CLEAN OUT						ZURN	Z1441			
ET-1	EXPANSION TANK				3/4"		BELL & GOSSETT	PT-12			
REMARKS:											
① ADA                      ③ WITH DRAIN PAN UNDER WATER HEATER                      ⑤ INSTALLED IN WALL WITH ACCESS PANEL ELMODR VB											
② PROVIDE 120V, 3KW SINGLE ELEMENT                      ④ T&P RELIEF FULL SIZE                      ⑥ PROVIDE MIXING VALVE FOR TEMPERED HOT WATER SET AT 110 DEG F OUTLET											




KEYED NOTES:

- 1) CONNECT NEW 4" SANITARY LINE TO EXISTING MAIN SANITARY LINE. VERIFY EXIST LOCATION AND SIZE OF EXISTING MAIN SANITARY LINE. PROVIDE ADDITIONAL CLEANSUPS AS REQUIRED AND AT CONNECTION TO LANDLORD MAIN.
- 2) CONNECT NEW 2" CW LINE TO EXISTING CW LINE BY LANDLORD. EXISTING WATER AND BACKFLOW TO BE REUSED IF POSSIBLE. PROVIDE NEW AS NEEDED. VERIFY EXACT REQUIREMENTS WITH LANDLORD AND A.H.J. VERIFY AND LINE SIZE LOCATION IN THE FIELD PRIOR TO BID.
- 3) NEW WATER HEATER LOCATED ABOVE MOP SINK. PROVIDE PLATFORM FOR WATER HEATER. SEE DETAIL THIS SHEET FOR MORE INFORMATION.
- 4) CONNECT NEW 2" VENT LINE INTO EXISTING BUILDING VENT SYSTEM. VERIFY EXACT SIZE AND LOCATION IN FIELD.

SQUARE FOOTAGE	
Area	SqFt
SALES FLOOR	28,810
TOTAL BUILDING	42,128

DATE DRAWN:
12/12/2022
DRAWN BY:
ML
SCALE:
3/32" = 1'-0"

**BIG LOTS STORES, LLC.  
STORE PLANNING DEPT.  
4900 E. DUBLIN GRANVILLE RD  
COLUMBUS, OHIO 43081  
PHONE: (614) 278-6800**



**BIG  
Lots**  
BIG LOTS STORES, LLC.

## **EXHIBIT B**

### **LEGAL DESCRIPTION OF SHOPPING CENTER**

File No.: NCS-1120650-ATL

LOT TWO (2) OF CERTIFIED SURVEY MAP NO. 5174 AS RECORDED IN VOLUME 18 OF SURVEYS ON PAGE 199, AS DOCUMENT NO. [459801](#), BEING PART OF LOT ONE (1) OF CERTIFIED SURVEY MAP NO. [4906](#) AS RECORDED IN VOLUME 17 OF SURVEYS ON PAGE 161, LOCATED IN AND BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4-NW1/4) OF SECTION THIRTY-SIX (36), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE EIGHT (8) EAST, CITY OF STEVENS POINT, PORTAGE COUNTY, WISCONSIN.

EXCEPT LOT ONE (1) OF CERTIFIED SURVEY MAP NO. 11276 AND THAT PART OF JEFFERSON STREET DEDICATED TO THE CITY OF STEVENS POINT AS SHOWN ON CERTIFIED SURVEY MAP NO. 11276, AS RECORDED IN VOLUME 52 OF SURVEYS, PAGE 106, AS DOCUMENT NO. 855685.

ALSO EXCEPT LAND DEED FOR HIGHWAY PURPOSES AS DISCLOSED IN AWARD OF DAMAGES RECORDED FEBRUARY 7, 2006 AS DOCUMENT NO. [684956](#).

## EXHIBIT C

### LANDLORD'S WORK:

#### STOREFRONT FACADE:

The exterior storefront shall have an "ANCHOR" type façade and canopy, it is to be centered within the frontage of the demised premises, and to be acceptable to Tenant. The canopy and building facade shall be new, or repaired to like new condition, and finished per Tenant's specifications.

Big Lots standard building paint colors:

- Sign Façade area (if applicable)- Behr – PPE 5400 Ext Semi-Gloss – Smoky Trout MQ2-53
- Trim areas, Cornices and Copings - Behr – PPE 5400 Ext Semi-Gloss – White Veil OR-W14
- Main Building - Behr – PPE 5400 Ext Semi-Gloss – Cascade Beige – N240-1

Any alternate colors and finishes must be approved by Tenant. Exterior walls shall be painted as needed.

**STOREFRONT GLASS:** Landlord is to provide a minimum of 48' feet of glass storefront including a vestibule entrance with four (4) sets of bi-part, fully automatic, sliding doors (STANLEY Dura-Glide Series 3000). The vestibule is to have new commercial grade walk-off carpet tiles (SHAW 5T034-LAVA34549) and adequate HVAC per Tenant's specification. Landlord to provide curb cut ramps directly aligned with entry and exit doors. Ramps to be flush with parking lot and meet ADA Requirements. Any and all broken or damaged glass, and storefront mullions to be replaced (mullions to be clear aluminum or dark bronze finish). Remove all materials blocking or covering windows and glass doors.

#### WINDOW TINTING:

- 1) 3M SOLID BLACK TINT FROM FLOOR UP TO 40" AFF, LOCATION SHOWN ON PLANS.
- 2) 3M NV-25 SMOKED TINT FROM 40" AFF TO TOP OF GLASS, LOCATION SHOWN ON PLANS.
- 3) ALL TINTING IS TO BE INSTALLED ON INSIDE OF WINDOWS NOT ON EXTERIOR.

#### DOORS:

All doors and door systems (exterior and overhead included) to be sound, secure, in good working condition, and adequate for Tenant's use. All doors are to have locking hardware, closers, weather stripping, thresholds, and be sealed to prevent outside elements from entering the building.

**DEMISING WALL:** Landlord to erect demising wall(s) separating the demised premises per Tenant's specifications. Landlord to re-tie the ceiling to demising wall(s) and finish floor to include cove base.

#### STOCKROOM &

**INTERIOR WALLS:** Landlord to erect all new interior walls including doors per Tenant specifications. All walls to be smooth, spackled, sanded and painted per Tenant's specifications.

**OFFICES, LOUNGE,**

**REST ROOMS, ETC.:** Landlord is to provide Tenant with two offices, one lounge, one utility closet, and a minimum of two restrooms to Tenant's specifications and finishes. Restroom fixtures and finishes shall be new and to have a minimum of three commodes in the women's and two commodes and one urinal in the men's. Rest rooms shall include baby changing stations, partitions, and electric hand dryers. Additionally, drinking fountains and utility sink to be provided per Tenant's specifications. All offices, lounge and restrooms shall have adequate HVAC, new ceilings and new floor tile (restrooms to have floor covering that meet code requirements for premises with the sale of food), electrical, plumbing, lighting, sinks, fixtures, partitions, FRP, Marlite panels, etc per Tenant's specifications.

**PAINTING:** Landlord shall paint all interior areas per Tenant drawings and specifications.

**FLOORING:**

Landlord is to remove the existing floor covering, ensure that all floors are smooth, level and at same elevation throughout entire premises. Landlord to remove the existing floor tile and mastic and provide new Grey Armstrong 51904 Sterling VCT 12' x 12' floor tile per Tenant's specs around the perimeter of the sales floor, offices, rest rooms etc. and install new commercial grade luxury vinyl floor tile (Shaw: Highland Forest 6" I800vlight Oak 20220 6"x48") in the middle of the sales floor area as indicated on Tenant's plans. The stockroom to be sealed concrete.

**CEILINGS:**

Sales Area:

Acoustical Ceiling Tile systems shall be at same height (a minimum of 14' feet) throughout. Landlord shall install new 2' x 4' white ceiling tile and new grid per Tenant's specifications.

OR

Exposed, open deck roof structure. Roof deck insulation must have adequate and compliant R-factor ratings. Landlord shall paint the interior open deck including but not limited to all roof decking, bar joists and duck work per Tenant's specifications.

Offices, Restrooms, Lounge, Utility  
Closet, and Vestibule:

Acoustical Ceiling Tile systems per  
Tenant specifications.

**INTERIOR**

**LIGHTING:**

Landlord to install all new energy efficient strip lighting with LED lamps and circuits per Tenant's specifications. Lighting fixtures to be used are 8' and 4' strip-type T8 and with 4' tandem LED lamps. Lamp color to be 841 with 10.5 watt rating, lamp type minimum orequivalent, Philips 0.5T8/MAS/48-840/MF16/P 10/1. Lighting fixtures are to run side – to – side in continuous rows with 10' spacing including a perimeter row of lighting. The perimeter lighting is to be installed within 4'-6' feet off the front, back and side walls running parallel to the walls and within 2'-3' feet of the end of the fixture runs. The back row of the perimeter lighting is to extend past the rows of lighting on each side wall. Lighting in the stockroom should be a maximum height of 16' feet and a minimum height of 12' feet. Stockroom lighting fixtures to be 12' feet on center.

**EXTERIOR LIGHTING:** All exterior lighting shall be operational and working including pole lights, entrance/exiting lighting, building lights, exterior wall packs, under canopy lighting, etc, with a minimum average of two (2) foot-candles of exterior lighting throughout the parking lot in the area of the Project owned by the Landlord. All exterior lighting is to be on a separately metered house panel in the Landlord's name. Canopy lighting and wall packs servicing Tenant's Demised Premises are to be on Tenant's meter and controlled with storefront signage.

**UTILITIES:**

Landlord to provide separate utilities and separate utility meters with service direct from the local distribution company (including but not limited to gas, electric, water, etc.) adequate for Tenant's intended use per the following specifications. Tenant to have a minimum electrical service of 1,600 amps for 120/208v service or 800 amps for 277/480v service and include all switch gear, main distribution panels, transformers, and circuit panels. All electrical equipment to be located within the demised premises and connected to all HVAC, lighting, receptacles, other electrical supplied systems throughout the demised premises. Any existing electrical gear being used to be approved by Tenant.

If the existing electric service is not in Tenant's Demised Premises, Landlord is to set a new transformer, providing a basic service to Tenant's Demised Premises with the above minimums. Landlord will be responsible for installing the new Main Distribution Panel (MDP) per Tenant's specifications. The Main Distribution Panel (MDP) and panels will be inspected and energized before turning the space over to Tenant. The Landlord will be responsible to distribute the service throughout the space including any circuit panels, step down transformers per Tenant's specifications. Landlord will be responsible for all branch circuits out of

panels and gear installed by Landlord. Landlord to install Tenant supplied Energy Management System (EMS) per Tenant's specifications.

Landlord shall also provide Tenant with assurance that utilities per the specifications above are adequate for Tenant's use, are available and include legal access across other properties, if necessary to serve the Demised Premises including water, gas, electricity, telephone, sanitary sewers and storm drainage. All existing sanitary lines to be video scoped to ensure they not obstructed or damaged, video to be provided to Tenant.

**HVAC EQUIPMENT  
& MECHANICALS:**

Landlord shall provide a minimum of one ton per 300 square feet of HVAC throughout the sales floor, offices, restrooms, lounge, vestibule and stockroom per Tenant's specifications. All mechanicals to meet ASHREA standard and comply with all state and local code. All mechanical designs shall be submitted to Tenant's engineering and construction departments for review and approval two weeks prior to applying for permits. All HVAC units that are often (10) years or older are to be replaced with new standard RTU units with new concentric diffusers (unless otherwise specified by a Big Lots HVAC/Energy representative). New units shall be either Lennox, Carrier, Rheem or Trane and no larger than 10-20 tons each. Landlord is required to either install new or modify existing ducting from units in order to serve sales floor, offices, restrooms, lounge, vestibule and stockroom per Tenant's specifications. Existing HVAC and HVAC equipment, duct work, diffusers to be inspected and cleaned prior to Tenant's possession date with Landlord providing Tenant a copy of the inspection report. Landlord shall remove any existing or abandoned HVAC units or equipment not utilized by Tenant; and patch the roof as necessary. If the Tenant Possession Date occurs during the months of October through June, Landlord shall grant Tenant until June 15th or a minimum of 90 days to have the HVAC system inspected to determine the needed repairs. Landlord shall warrant any existing HVAC units for the initial lease term for any repairs over \$2,000 during a single lease year. All warranties for new units shall be passed on to Tenant.

**PLUMBING, ELECTRICAL, SPRINKLER  
& FIRE SYSTEMS:**

All plumbing, electrical, and sprinkler equipment to be in good working condition. Landlord to provide Tenant with a sprinkler certification and ensure the existing sprinkler system meets the requirements that are adequate for Tenant's use (including Class A Plastics with 12' Ft. Racking AFF in Stock Room) and required by local code.

Where required, Landlord shall also provide a separate room with an exterior access door in which it shall maintain the sprinkler riser to any sprinkler system used in common with other tenants throughout the Original Term, Option Terms or Extensions.

Landlord shall install any devices or systems for the suppression (including fire extinguishers), detection, reporting of fire, and backflow prevention as required by the AHJ. Any fire alarm systems must meet the requirements for monitoring by Tenant's contractor and Tenant to approve the fire alarm plans prior to installation of equipment to verify panel compatibility and coordinate monitoring.

**REMOVAL OF FIXTURES**

**& EQUIPMENT:** Landlord to remove all fixtures, equipment, rooms, partitions, walls, mezzanine and make all repairs to the ceiling, floor, walls, etc. necessitated by such removal. Landlord to remove the electric and plumbing to such equipment and block any openings in exterior walls with matching material.

**RECEIVING:**

Landlord to provide 48" receiving dock or truck well with the top of the dock at stockroom floor

elevation. The receiving dock/truck well slope should not to exceed 5% grade and 48" inch depth to accommodate over-the road tractor-trailers (53' trailers). The loading dock platform shall be enclosed and under roof, including all seals, bumpers, bollards, doors, etc to be in good working order and like new condition. Tenant shall have exclusive use of the dock area, which shall remain unobstructed for Tenant's use.

**ROOF:**

Roof shall be professionally inspected and certified to be in good condition and free of leaks with a minimum life expectancy equal to or greater than Tenant's initial Lease term.

Landlord shall have all roof vents, stacks or openings not being utilized by Tenant, removed and roof repaired. All unused equipment from previous tenants such as satellite dishes and cabling shall be removed from roof. All gutters and downspouts shall be in good working condition. Both Landlord and Tenant shall have the roof inspected and landlord shall make the necessary repairs/replacement per the inspection reports. Tenant shall have access to the roof above its Demised Premises at all times throughout the term of the Lease, either via a roof hatch (existing or newly installed in a mutually agreeable location of the stock room) OR via a ladder existing/installed on the exterior wall in the rear.

**STRUCTURE &**



- BUILDING:** Landlord shall make any and all repairs/replacement to the building structure as necessary. This shall include all existing brick/masonry block and mortar. The exterior walls shall also be treated as necessary to ensure the Demised Premises is free of leaks. Landlord shall also install new gutters and downspouts on the building as necessary. All conditions and materials must meet or exceed all ADA, ANSI, ASHRE, NFPA, and AHJ codes and requirements.
- PARKING LOT:** Parking lot shall be in good condition (paved and patched with potholes, severe cracks and uneven areas to be resurfaced and adequate for customer parking). The parking lot serving the Demised Premises shall be re-sealed and re-stripped prior to delivery of Demised Premises to Tenant. Fire lanes, curbs and pole bases shall be freshly painted as well. The number of parking spaces provided for the demised premises must meet the requirements of the AHJ and ADA. A minimum of four, van accessible, handicap parking spaces and related signage required by Tenant.
- CART CORRAL:** Landlord to install 2 cart corrals in the parking lot area in front of the Demised Premises and in reasonable proximity thereto.
- SIGNAGE:** Tenant shall receive a panel on the existing pylons per the pylon Exhibit D-1 in the lease in a position based on relative square footage to co-tenants. Tenant to have the right to use its color and logo on building sign(s) at the maximum size per code and on pylon(s). Landlord shall provide a copy of the sign regulations from the governing body for the city, town, municipality, township, etc. which jurisdiction includes the demised premises within the center. Landlord is to ensure the existing pylon(s) meets all codes and zoning ordinances in order for Tenant to place its panel on the pylon(s). Landlord to ensure that the pylon(s) is properly wired, maintained, constructed and deliver fully operational. Any Pylon remodels or newly constructed signs, shall reflect Tenant in a similar position & size.
- PESTS:** Premises to be professionally inspected for pestilence and termites. Tenant is to be provided with a certified report that the Demised Premises is pest free otherwise Landlord will make the space pest free.
- HAZARDOUS MATERIALS:** Landlord is responsible for remediation of any and all hazardous material. Landlord to provide Tenant with an asbestos inspection report of the Demised Premises prior to lease execution. Landlord shall also provide to governmental authorities having jurisdiction all necessary documentation as is required or may be required by the Asbestos Health Protection Act including, without limitation, a Phase I asbestos survey or, in the alternative, necessary certification.
- DRAWINGS:** Landlord is to provide Tenant with a complete set of “as-built” drawings (CAD format) of the Demised Premises adequate for Tenant to produce Tenant’s plans and specifications. Tenant shall approve all Landlords’ Construction Documents prior to the submission for permits and the commencement of Landlord’s work. Upon fully executing a lease document, Landlord shall supply Tenant with a detailed construction timeline to use as a guideline for monitoring Landlord’s construction progress. Landlord will be required to provide detailed information to Tenant with General Contractor contact information and a weekly cadence of construction progress throughout the construction process.

**GENERAL  
CONDITIONS:**

Landlord agrees the Demised Premises and building structure conforms to all requirements by authority having jurisdiction (including current seismic requirements if applicable). If said Demised Premises do not conform, Landlord will promptly have them conform at all times unless such is necessitated by changes, alterations, or additions made by Tenant. Landlord to supply Tenant with copies of all inspection reports as required under the lease, including but not limited to: a sprinkler certification completed within the last 60 days; roof report; HVAC report evidencing all installations and/or repairs have been completed and all HVAC is operating properly; and pest inspection report showing building is pest free, prior to Tenant's possession.

All above work to be completed prior to the Tenant Possession Date.

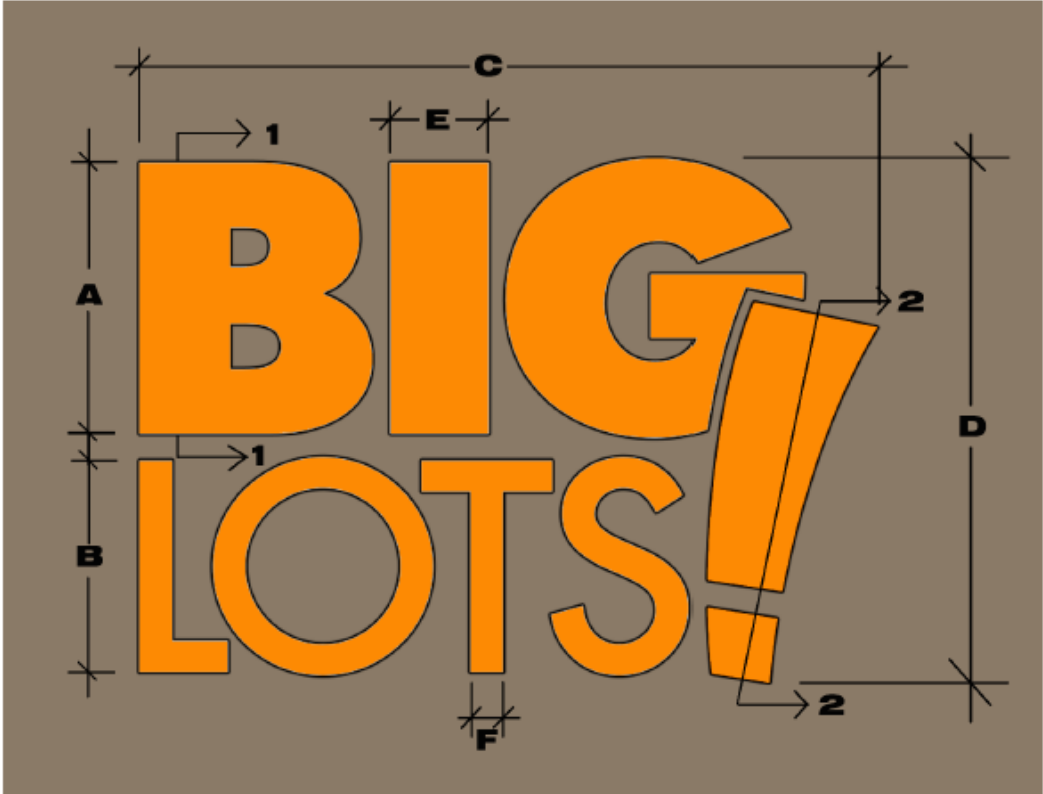
EXHIBIT D

TENANT BUILDING SIGN SPECIFICATION AND

TENANT SIGN SPECIFICATION

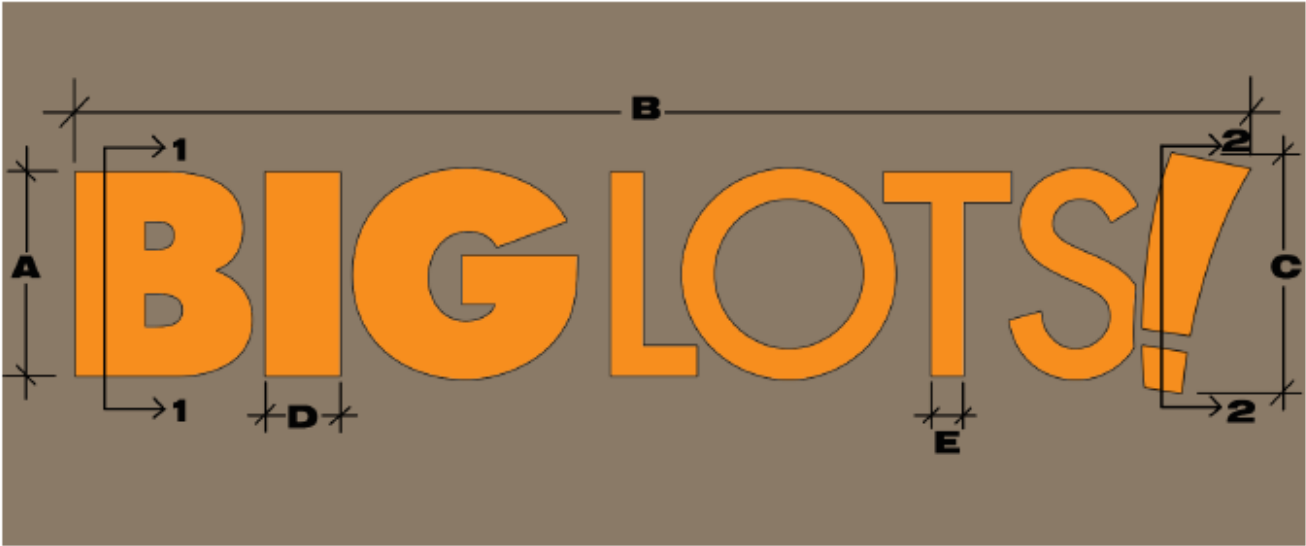
First Option Building Exterior

Primary Stacked Logo



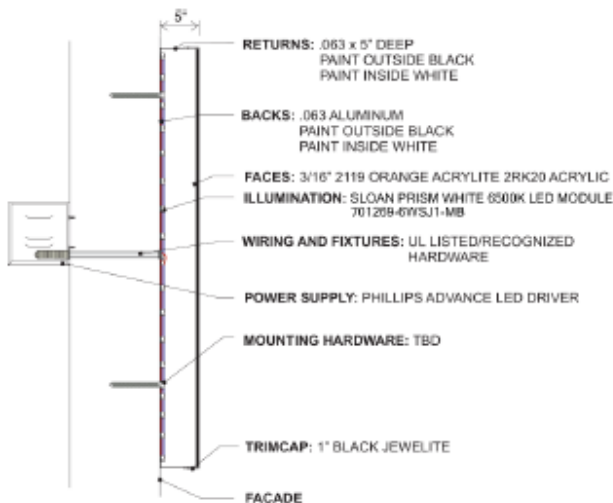
A	B	C	D	E	F	Area
3'-0"	2'-4"	8'-2"	5'-9½"	13"	4½"	71 SqFt
4'-0"	3'-1½"	10'-10½"	7'-9"	17½"	6"	84 SqFt
4'-6"	3'-6"	12'-3"	8'-8½"	19½"	6½"	107 SqFt
5'-0"	3'-11"	13'-7"	9'-8"	22"	7½"	131 SqFt
5'-6"	4'-3½"	14'-11½"	10'-7½"	2'	8"	159 SqFt
6'-0"	4'-8"	16'-4"	11'-7½"	2'-2"	9"	190 SqFt

Second Option Building Exterior  
Primary Horizontal Logo

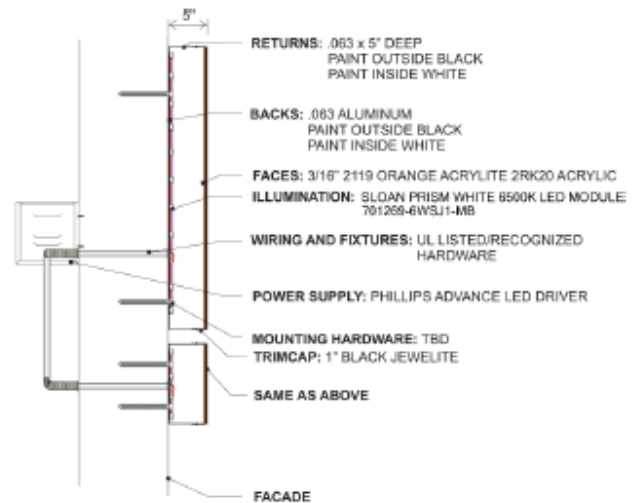


A	B	C	D	E	Area
3'-0"	17'-5 1/2 "	3'-6 1/2 "	13"	5 1/2 "	52 SqFt
3'-6"	20'-4 1/2 "	4'-1 1/2 "	15 1/2 "	6 1/2 "	71 SqFt
4'-0"	23'-3 1/2 "	4'-8 1/2 "	17 1/2 "	7 1/2 "	92 SqFt
4'-6"	26'-2 1/2 "	5'-3 1/2 "	19 1/2 "	8 1/2 "	119 SqFt
5'-0"	29'-1 1/2 "	5'-10 1/2 "	22"	9 1/2 "	145 SqFt
5'-6"	32'-1/2 "	6'-5 1/2 "	2'	10 1/2 "	177 SqFt
6'-0"	34'-11 "	7'-1/2 "	2'-2"	11"	207 SqFt

## Channel Letters – Section Details



**1-1** LETTER SECTION DETAIL  
SCALE: 3/4" = 1"



**2-2** EXCLAMATION POINT SECTION DETAIL  
SCALE: 3/4" = 1"

## Pylon / Monument Panels

### Square Panels

Preferred:



2<sup>nd</sup> Option:



### Rectangular Panels

Preferred:



2<sup>nd</sup> Option:



Colors:



Orange – Match PMS 021c Orange (3M color 44)



White

## TENANT PYLON PANEL LOCATION

**ALT-1: LOC-1**  
**OPTION A**

**EXHIBIT E****COMPLETION OF LANDLORD'S WORK LETTER****Date:** \_\_\_\_\_**To:** \_\_\_\_\_ (insert Tenant)  
via facsimile: (614) 278-6546**From:** \_\_\_\_\_ (insert Landlord, name of contact person and **LANDLORD'S FEDERAL TAXPAYER IDENTIFICATION NUMBER – RENT WILL NOT BE PAID WITHOUT SUCH INFORMATION**)**RE:** \_\_\_\_\_ (insert Project, City/State of Demised Premises)

You are hereby notified that all work required of Landlord pursuant to the Lease dated \_\_\_\_\_ has been completed, including all construction, surveys, inspections and repairs. Landlord shall deliver to Tenant with this notice, the required surveys and initial completion of each item below prior to possession being accepted by Tenant.

\_\_\_\_\_ Roof Survey with evidence that the required repairs have been made.

\_\_\_\_\_ HVAC Survey with evidence that all required repairs have been made.

\_\_\_\_\_ Asbestos Survey (with evidence of required remediation, if necessary)

\_\_\_\_\_ Pest Survey certifying the premises.

\_\_\_\_\_ Sprinkler Certification.

\_\_\_\_\_ Completion of Exhibit C

\_\_\_\_\_ Utility Information: Meter numbers for electric, gas and water.

Accordingly, delivery of the Demised Premises with Landlord's Work completed is hereby made to Tenant.

You may pick up the keys at

\_\_\_\_\_.

If you have any questions, please feel free to contact me at

\_\_\_\_\_.

Thank You.

**LANDLORD:**\_\_\_\_\_  
a \_\_\_\_\_



By: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**

**BIG LOTS STORES – PNS, LLC, a California  
limited liability company**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT F**

### **EXCLUSIVE USE PROVISIONS**

**No exclusive uses granted to existing tenants or restrictions or covenants of record in the Project affect Tenant's use except as follows:**

**Dunham's Sports**

**SECTION 25.13.** Landlord warrants and agrees that, so long as Tenant is operating predominantly a sporting goods store, Landlord has not, nor will it, enter into any lease for other premises in the Shopping Center with any tenant which, as its principal business, sells sporting goods or active sports apparel (as opposed to "designer sportswear"). This clause shall not apply to Rogan's Shoes or their replacement tenant in the same space. If Landlord has or does violate this agreement, Landlord shall have sixty (60) days from the notice of violation within which to cure; if Landlord fails to cure within said sixty (60) day period, Tenant may terminate this Lease upon thirty (30) days' notice any time thereafter. In addition to the aforesaid termination right, Tenant shall have the right, immediately upon notice of Landlord's violation of this agreement, to reduce the Minimum Rent payable by Tenant to one-half (½) of the applicable Minimum Rent set forth in Article I of this Lease, and such reduced Minimum Rent shall not be increased during the remainder of the Term.

**EXHIBIT G****REMEASUREMENT RIDER**

This Rider dated \_\_\_\_\_, 20\_\_ is attached to and made a part of the Lease dated \_\_\_\_\_ (the "Lease") by and between \_\_\_\_\_ ("Landlord"), and Big Lots Stores – PNS, LLC, a California limited liability company, ("Tenant").

Notwithstanding anything in the Lease to the contrary, the following provisions shall apply:

1. Demised Premises: (Section 1.D.) = \_\_\_\_\_.
2. A. Fixed Minimum Rent – Original Term (Section 5.A.):  
\_\_\_\_\_ annually; \_\_\_\_\_ per month.
3. A. Fixed Minimum Rent – First Option (Section 5.A.):  
\_\_\_\_\_ annually; \_\_\_\_\_ per month.
4. A. Fixed Minimum Rent – Second Option (Section 5.A.):  
\_\_\_\_\_ annually; \_\_\_\_\_ per month.
5. A. Fixed Minimum Rent – Third Option (Section 5.A.):  
\_\_\_\_\_ annually; \_\_\_\_\_ per month.